

This Indenture, Made this 28th day of October in the year of our Lord one thousand eight hundred and ninety seven between John M. Brown and Rachel Brown, his wife of Wakarusa Township in the County of Douglas and State of Kansas of the first part, and Lilli Blain of the second part.

Witnesseth, That the said party us of the first part in consideration of the sum of One Thousand DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part us heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: Commencing at a point 15 7/8 chains North of the South East Corner of the South East quarter (41) of Section Seventeen (17) Township Thirteen (13) Range Twenty (20) East of 1st M. Thence North 2 1/2 chains to the North East Corner of said quarter section, thence West 17 3/8 chains or 70 rods, thence South parallel with the East line of said quarter section to the center of the channel of the Wakarusa Creek, thence Eastwardly down the center channel of said creek to a point 15 7/8 chains North of the South line of said quarter section, thence East six chains more or less to place of beginning containing 38 acres more or less with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said John M. Brown and Rachel Brown do hereby covenant and agree that at the delivery hereof they are the lawful owner s. of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances.

This grant is intended as a Mortgage to secure the payment of the sum of One Thousand Dollars according to the terms of One certain Mortgage note this day executed and delivered by the said parties of the first part to the said party of the second part: Payable five years after date according to the terms of said note and coupons thereto attached with privilege hereby reserved to pay \$100.00 or any multiple thereof on account of principal money at end of four years and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part his executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the party of the second part his executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said parties of the first part, their heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

Hugh Blair

John M. Brown (SEAL.)
Rachel Brown (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } SS.

Be it Remembered, That on this 28th day of October, A. D. 1897, before me, Hugh Blair, a Notary Public in and for said County and State, came John M. Brown and Rachel Brown, his wife to me personally known to be the same person s. who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires Dec 1897 Hugh Blair Notary Public.
Recorded Oct 28 A. D. 1897, at 10 o'clock P.M.

James Brooks
Register of Deeds.

In consideration of full payment of the within mortgage, I hereby release the same this 28th day of Oct- 1907

Deanne M. Shaw
Assigned See Book 33 Page 284

Attest: Lilli Blain, Notary Public,
Dep. Reg. of Deeds.

