

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 Rachel Brown his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Paulina Saxton of same place of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of six hundred and no 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 her 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 3/4 chains North of South East corner of the South East 1/4 of Section 7 Town 15 Range 20 East of the 1st Meridian North 2 1/2 chains to the North East corner of said 1/4 Sec: thence West 17 3/4 chains (or 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 of the channel of said creek to a point 15 3/4 chains North of the South line of said 1/4 section thence East six (6) chains, more or less, to beginning being 33 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 owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances except a mortgage of \$1000 made this day to Seth Bean due in 5 years with interest at 7 pct, which said Bean mortgage is prior to this one

This grant is intended as a Mortgage to secure the payment of the sum of six hundred dollars according to the terms of Three certain promissory notes this day executed and delivered by the said John M Brown and Rachel Brown to the said party of the second part: payable as follows: \$200 in one year from this date \$200 in two years from this date and \$200 in 3 years from this date all to bear interest at 10 percent per annum payable annually 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 therefor, 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 her 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 her 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 John M Brown his heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hand and seal the day and year first above written.
Signed and delivered in presence of
John M Brown (SEAL.)
Rachel Brown (SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 28th day of Oct, A. D. 1897, before me, John Z Norton Notary Judge, 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 persons 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 189
Recorded Oct 28 A. D. 1897, at 5 45 o'clock P.M.
John Z Norton Notary Judge
James Brooks Register of Deeds.

*the following is endorsed on the original instrument -
The note herein described having been paid in full, this mortgage is hereby released, and the lien hereby created discharged.
As witness my hand, this 3 day of October A.D. 1907
Paulina Saxton,
Deputy.
Recorded - May - 17 - 1902 -
W. G. Johnson,
Register of Deeds,
By Allen B. Johnson,
Deputy.*