

This Indenture, Made this 11<sup>th</sup> day of April in the year of our Lord one thousand eight hundred and ninety eight between Albert Brubaker and Annie Brubaker (his wife) of Lawrence in the County of Douglas and State of Kansas of the first part, and Ottomar Menger of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three Hundred (\$300<sup>00</sup>) 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 his 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: Sals Number one hundred and fifty Seven (157) One hundred and fifty Nine (159) and One hundred and Sixty one (161) All on Locust Street in the City of Lawrence in that part known as North Lawrence, in Block three (3)

with all the appurtenances, and all the estate, title and interest of the said part his of the first part therein. And the said parties of the first part 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.

This grant is intended as a Mortgage to secure the payment of the sum of

Three Hundred Dollars (\$300<sup>00</sup>) according to the terms of One certain promissory note this day executed and delivered by the said parties of the first part to the said party of the second part: and payable in five years or before after date

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 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 seals the day and year first above written.

Signed and delivered in presence of

L. H. Menger

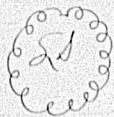
Albert Brubaker (SEAL.)

Annie Brubaker (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }  
County of Douglas } SS.



Be it Remembered, That on this 11<sup>th</sup> day of April, A. D. 1898, before me, L. H. Menger, a Notary Public in and for said County and State, came Albert Brubaker and Annie Brubaker (his wife) to me personally known to be the same person 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 September 14-1900

Recorded April 13<sup>th</sup> A. D. 1898, at 1<sup>25</sup> o'clock P.M.

L. H. Menger  
Notary Public.

L. H. Menger  
Register of Deeds.

The following is indorsed on original instrument  
The gate herein described having been paid in full this mortgage  
is hereby released and the land hereby created discharged  
As Witness my hand this 20 day of October A.D. 1900.  
for L. H. Menger Notary Public

Recorded Oct 22 1900  
L. H. Menger Register of Deeds