

This Indenture, Made this 11th day of August in the year of our Lord one thousand eight hundred and ninety eight between Elizabeth J. Broughton and J. S. Broughton, her husband of Lawrence in the County of Douglas and State of Kansas of the first part, and Charles P. Grosvenor of the second part.

Witnesseth, That the said part is of the first part in consideration of the sum of Five Hundred and thirty five DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have he sold and by these presents do grant, bargain, sell and mortgage to the said part 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: Lot No. One hundred and Twenty Six (126) and the South half of Lot No. One hundred and Twenty four (124) both on Ohio Street in the City of Lawrence being the homestead of said parties of the first part. Subject however to a mortgage of \$1300, in favor of the Kansas Building and Loan Association

with all the appurtenances, and all the estate, title and interest of the said part is 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 except as to the above mentioned mortgage to the Kansas Building and Loan Association

This grant is intended as a Mortgage to secure the payment of the sum of Five Hundred Thirty Five Dollars, with interest thereon at the rate of 8 per cent per annum 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 part of of the second part:

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 part of 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 part of 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 part of making such sale on demand to the said Parties of the first part their heirs and assigns.

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

Signed and delivered in presence of

Louis J. Selig

Elizabeth J. Broughton (SEAL.)
J. S. Broughton (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } SS.

Be it Remembered, That on this 11th day of August, A. D. 1898, before me, Louis J. Selig, a Notary Public in and for said County and State, came Elizabeth J. Broughton and J. S. Broughton, her husband 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 December 1, 1900 Louis J. Selig Notary Public.
Recorded September 2nd A. D. 1898, at 4³⁰ o'clock P.M.

L. J. Selig
Register of Deeds.

This following is a copy of the original instrument -
The note herein described, having been paid in full, this mortgage is hereby released,
and the land hereby created discharged as indicated very hand, this 2nd day of May A.D. 1900.

Charles P. Grosvenor

Handled May 3rd 1900 -
By Ellice B. Grosvenor, Deputy.