

This Indenture, Made this Sixth day of September in the year of our Lord one thousand eight hundred and ninety eight between James H. Brown and his wife Maria Brown of Lawrence in the County of Douglas and State of Kansas of the first part, and Mathilda Olson of Lawrence Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two Hundred 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: Begin Forty (20) rods west from the Southeast corner of the South West quarter (41) of the Northwest quarter (41) of Section Number Forty (29) in Township Number 1 North of Range Number Forty (20) East of the 6th Meridian running North to right of way of Railroad thence West along said right of way Six rods thence South to South line of said quarter section thence East Six rods to beginning in addition Number Seven (7) in that part of the City of Lawrence known as the Lawrence Standard herein agree to keep the buildings on said land insured against fire lighting to the amount of not less than three hundred dollars in some reliable insurance Co. during the continuance of this mortgage and turn policy of insurance over to said parties as collateral and additional security hereto with all the appurtenances, and all the estate, title and interest of the said parties 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 owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances and that they will warrant and defend the title to the same against all persons lawfully claiming or to claim the same

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

according to the terms of One certain Coupon Note this day executed and delivered by the said James H. Brown and Maria Brown to the said party of the second part: due three years from date with interest to maturity or default as evidenced by coupons attached to said principal note, and after maturity or default at ten per cent per annum until paid. Parties of the first part reserve the right to pay one hundred dollars at the end of one year or at any interest payment period thereafter 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 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 James H. Brown or Maria Brown parties of the first part, their 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

James H. Brown (SEAL.)
Maria Brown (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } SS.

Be it Remembered, That on this 6 day of September, A. D. 1898, before me, James Brooks, a Notary Public in and for said County and State, came James H. Brown and his wife Maria Brown 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 Nov 4-1901

Recorded Sept 6 A. D. 1898, at 4:40 o'clock P.M.

James Brooks
Notary Public.
W. B. Brown
Register of Deeds.

The following is endorsed on the original instrument -
The notes herein described having been paid in full, this mortgage is hereby released, and the land hereby created, discharged. Witness my hand, this 10 day of August A.D. 1901 - Mathilda Olson,

Recorded Aug-10-1901
J. H. Johnson
Register of Deeds
By Kelly B. Johnson - Deputy