

This Indenture, Made this 16<sup>th</sup> day of November in the year of our Lord one thousand eight hundred and ninety Eight between Louisa Brown, Widow, and Bertie Brown, Son of Chas. Brown deceased, both of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and Miss J. P. Branger of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One 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 Lot Thirty Four (34) New Jersey Street, in the City of Lawrence, being the homestead of the said Louisa Brown. The said parties of the first part hereby agree that during the existence of this mortgage, they will maintain insurance to the amount of Five Hundred Dollars for the benefit of the party of the second part

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 owners 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 same in the quiet and peaceable possession of said second party, her heirs or assigns forever against all persons lawfully claiming the same

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

according to the terms of a certain Mortgage note this day executed and delivered by the said Parties of the first part to the said party of the second part:

Due in one year from date, with interest from date to maturity as evidenced by coupons attached thereto, and interest after maturity or default at the rate of ten percent per annum until fully paid in cash or by Sheriff's Deed to above described property, together with possession thereof

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 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

Witness to mark

L.A. Night

STATE OF KANSAS,  
County of Douglas } ss.

Louisa Brown (SEAL.)

Bertie Brown (SEAL.)

(SEAL.)

(SEAL.)

Be it Remembered, That on this 16<sup>th</sup> day of November, A. D. 1898, before me, L.A. Night, a Notary Public in and for said county and State, came Louisa Brown (Widow) and Bertie Brown (Son) of Chas. Brown, deceased 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. 20, 1899 L.A. Night

Recorded November 17 A. D. 1898 at 10 o'clock A.M. Notary Public.

L. J. Foxman  
Register of Deeds.

The following is endorsed on the original instrument—  
Consigned N.Y. Jan 29 1900.  
Received of Louisa Brown & Bertie Brown the within named mortgage  
the sum of one hundred and 00 Dollars, in full satisfaction of the  
within mortgage.

Miss J. P. Branger

Recorded Dec. 24<sup>th</sup> 1901—  
J. J. Foxman,  
Register of Deeds,  
By Ellis B. Shepard,  
Deputy.