

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 29 day of November in the year of our Lord one thousand eight hundred and ninety nine between Emma Brocker and John F. Brocker, her husband of Lawrence in the County of Douglas and State of Kansas of the first part, and Carl Fischer of the second part,

Witnesseth, That the said part of the first part in consideration of the sum of Two hundred & twenty five 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 part of 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 number sixty one (61) on New York Street in the City of Lawrence. Parties of the first part have the option of paying the note securing this mortgage & having this mortgage released, at any time within five years from date, provided however it shall not be paid within one year from this date.

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said Emma Brocker and John F. Brocker 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 Two hundred & twenty five dollars (\$225.00) 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: Said Note being payable at Lawrence, Mo. with interest at the rate of seven per cent 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 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 of of the first part, have hereunto set their hand and seal the day and year first above written.

signed  
Signed and delivered in presence of

J. J. Eddy

Emma Brocker (SEAL.)

John F. Brocker (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this 29 day of November, A. D. 1897, before me, L. H. Menger, a Notary Public in and for said county and State, came Emma Brocker & John F. Brocker (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 September 14, 1900.

L. H. Menger Notary Public.

Recorded November 29 A. D. 1897, at 11:05 o'clock A.M.

R. P. Doxman 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 thereby created discharged.  
As witnesses my hand this 26<sup>th</sup> day of Sept. A.D. 1904.  
Attest W. F. March.

Recorded Sept 26<sup>th</sup> 1904.  
W. F. March  
Register of Deeds.