

JOURNAL OF LAWYERS, ETC.

This Indenture, Made this 18th day of July in the year of our Lord one thousand ~~eight hundred and ninety~~ thousand between Herman Brocker and Louis Brocker his wife of Lawrence in the County of Douglas and State of Kansas of the first part and Howard P. Gray of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three Thousand 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 The south half (S 1/2) of lot number Sixty two (62) on Massachusetts Street in the City of Lawrence

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

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

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. The parties of the first part agree to keep the building on said premises insured against loss or damage by fire in an amount of not less than \$5000, for the benefit of the party of the second part, or his assigns in such insurance company or companies as the party of the second part or his assigns may approve. 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 his 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 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

Louis F. Selig

Herman Brocker (SEAL.)
Louis Brocker (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } SS.

Be it Remembered, That on this 18th day of July, A. D. 1900, before me, Louis F. Selig a Notary Public in and for said county and State, came Herman Brocker and Louis Brocker 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 December 1, 1900 Louis F. Selig Notary Public.
Recorded July 18th A. D. 1900, at 1⁴⁰ o'clock P.M.

G. H. Dorman
Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this

20th day of July 1900

Howard P. Gray

By L. F. Selig

his Attorney in fact.

Attest. G. H. Dorman,
Register of Deeds.