

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 26th day of December in the year of our Lord one thousand eight hundred and ninety nine hundred between W. F. Browning and Charlotte Jane Browning, his wife, of Lawrence in the County of Douglas and State of Kansas of the first part, and Myrtle Everingham of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One hundred and fifty (\$150.00) 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 seven (7) and eight (8), situate on Walnut Street in North Lawrence, 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 W. F. Browning and Charlotte Jane Browning, his wife 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 One hundred and fifty dollars (\$150) partial payment of purchase price of said property according to the terms of one certain promissory note this day executed and delivered by the said W. F. Browning and wife to the said party of the second part: Myrtle Everingham

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, appraisalment hereby waived or not at the option of the part 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 if making such sale on demand to the said W. F. Browning and Charlotte Jane Browning 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

Fred A. Clarke

W. F. Browning (SEAL.)

Charlotte J. Browning (SEAL.)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 26th day of December, A. D. 1900, before me, A. V. Sharpe, a Notary Public in and for said county and State, came W. F. Browning and Charlotte Jane Browning 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 Oct. 1 1904 A. V. Sharpe Notary Public.

Recorded December 26 A. D. 1900, at 2:35 o'clock P. M.

H. D. Doxman
Register of Deeds.

In consideration of full payment of the within mortgage, I hereby release the same this 26th day of Dec. 1900.

Myrtle Everingham
By H. D. Doxman Atty in fact

Attest: Lillie B. Starnum,
Deputy Register of Deeds.