

This Indenture, Made this 14th day of February in the year of our Lord one thousand eight hundred and ninety and between Callie B. Brownell and H. B. Brownell of Lawrence in the County of Douglas and State of Kansas of the first part, and Jennie M. Adams of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Six 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 parties 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 seventy-one (71) on Tennessee 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 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 Six hundred 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 parties of the second part: Due three years after date, with interest at six per cent per annum, from date. Said maker to have the option, however, to pay said sum or any portion thereof, any time on or before three years from date 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 parties 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 parties 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 parties making such sale on demand to the said Jennie M. Adams her heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set hand and seal the day and year first above written.

Signed and delivered in presence of

Geo. W. Banks

Callie B. Brownell

(SEAL.)

H. B. Brownell

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas

SS.

Be it Remembered, That on this 14th day of February, A. D. 1891, before me, Geo. W. Banks, a Notary Public in and for said county and State, came Callie B. Brownell and H. B. Brownell husbands and wife to me personally known to be the same persons 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. 27th 1901

Recorded Feb. 14th A. D. 1891, at 2³⁰ o'clock P. M.

Geo. W. Banks

Notary Public.

H. B. Brownell

Register of Deeds.

The following is indorsed on the original instrument:
The note herein described having been paid in full this mortgage is hereby released and cancelled. Witness my hand and seal this day of May A.D. 1901.
Jennie M. Adams

Record of May 14th 1901

H. B. Brownell Register of Deeds

