

and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto subscribed my name, and affixed my official seal on the day and year last above written.

(SEAL)

J. F. Preshaw, Notary Public.

My commission expires on the 17, day of April 1911.

Recorded April 26, A. D. 1907, at 11.45 A. M.

A. W. Armstrong
By E. E. Armstrong

Register of Deeds.
Deputy.

This Indenture, Made this First day of May A. D. 1907. by and between Anna K. Lohmann unmarried of Lawrence County of Douglas, and State of Kansas, party of the first part, and F. N. Bruner party of the second part.

Witnesseth: That the party of the first part, in consideration of the sum of Seven Hundred Dollars, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do Grant, Bargain, Sell and Convey unto the party of the second part, his heirs, executors, administrators or assigns, the following described real estate situated in the County of Douglas and State of Kansas, to-wit: Lot One Hundred and five (105) Connecticut Street in the City of Lawrence.

To Have And To Hold The Same together with all and singular the tenements, hereditaments and appurtenances thereunto belonging. The party of the first part covenants and agrees that at the delivery hereof she is the lawful owner of said premises and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrance, and will warrant and defend the same in the quiet and peaceable possession of the party of the second part, his heirs, executors, administrators or assigns forever.

This Grant is intended as a mortgage to secure the payment of Seven Hundred Dollars according to the terms of a certain promissory note and a certain indenture of even date herewith, made by the party of the first part to the party of the second part, and particularly defining and setting forth the terms and the manner of payment, which said note and indenture are here referred to and made a part of this contract the same as though here written out in full. The party of the first part covenants and agrees to pay all the taxes and assessments levied upon and assessed against said premises when due and payable to pay all the premiums for the amount of insurance herein specified; and if not so paid, the party of the second part may pay said taxes and insurance premiums, and the amount so paid shall be a lien upon said premises, and be secured by this mortgage and collected in the same manner as the principal debt hereby secured, together with interest at the rate of ten per cent. per annum until paid. The party of the first part further covenants and agrees to keep the buildings, fences and other improvements now upon, or which may be placed upon said premises, in good repair and condition; and to procure, maintain and deliver to the party of the second part, as additional and

(For Assignment - See Vol. 44-Pg. 404)
(For Release See Vol. 44-Pg. 405)