

of July A.D. 1910, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Albert N. Trabue and Lina-Trabue his wife who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

In ~~XXXXXX~~ ^{Testimony} Whereof, I have hereunto set my hand and Notarial seal the day and year above written.

My commission expires Jan'y. 29th 1911. (SEAL) H. E. Benson, notary public.

Recorded July 25th A.D. 1910 at 3.31 P.M.

Floyd L Lawrence

Register of Deeds.

This Indenture, made this Twenty first day of July 1910 in the year of our Lord Nineteen hundred and Ten between Mrs L. E. Brown and husband R. G. Brown of Lawrence in the County of Douglas and State of Kansas of the first part, and M. A. Barber of the second part. Witnesseth, That the said parties of the first part, in consideration of the sum of Twenty Five Hundred \$2500 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: A strip of Land fifty 50 feet wide from north to south off the North side of Lot No four 4 Block No eight 8 running the whole length of said Lot in Oread Addition to City of Lawrence, Kansas, 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 Twenty five hundred Dollars according to the terms of a certain note this day executed and delivered by the said parties of the first part to the said party of the second part and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, 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; and out of all the moneys arising from such sales to retain the amount then due for principal and interest together with costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand to said parties of the first part, their heirs and assigns. In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written

Mrs. L. E. Brown (SEAL)
R. G. Brown (SEAL)

(over)

(The following is abstracted from the original instrument)
The note herein described having been paid in full, this mortgage is hereby released and the fees thereby created discharged. As witness my hand this 25th day of July, A. D. 1911.

M. A. Barber
By E. H. Barber City in fact

Recorded July 20 1911
Floyd L Lawrence
Register of Deeds