

MORTGAGE STANDARD FORM. Gazette Co. Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 16 day of May in the year of our Lord Nineteen  
hundred & Eleven, between James H. Brockway & Maude  
Brockway, his wife of Baldwin in the County of  
Douglas and State of Kansas, of the first part, and \_\_\_\_\_

Witnesseth, That the said parties of the first part, in consideration of the sum of Eight 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 party of the second part its successors 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:

Lots Numbered 2, 4, 6, 8, 10, 12, 14, 16, 18, 20, <sup>and</sup> 22, on High Street  
 Lots Numbered 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, <sup>and</sup> 21, on Indian Street  
 Lots Numbered 2, 4, 6, 8, 10, 12, 14, 16, 18, 20, <sup>and</sup> 22 on Indiana Street and  
 Lots Numbered 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, on Jersey Street all in Baldwin  
 City County and State aforesaid

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said James B. Brockway and Maude Brockway 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 Eight hundred dollars

according to the terms of One certain note this day executed

and delivered by the said Janeek Brockway & Marcus Brockway to the said part 7 of the second part

due in five years with 7 To interest payable semi-annually. Privileges

granted to pay \$100 or Multiple at any interest paying time

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 part of the second part, its 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 the cost and charges of making such sales, and the overplus, if any there be, shall be paid by the part making such sale, on demand, to said James C. Buckley, his heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal of the day and year first above written.

*Signed, Sealed and Delivered in presence of*

James B. Brackway [SEAL]  
Mauds Brackway


Maudie Brockway [SEAL]

\_\_\_\_\_ [SEAL]

STATE OF KANSAS.

Douglas County } ss.

BE IT REMEMBERED, That on this 16 day of May A. D. 1911, before me,


W. M. Clark a Notary Public in and for said County and State, came  
James B. Brockway and Mauda Brockway 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 subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires May 15 1911

H. M. Clark  
Notary Public

Filed for Record the 29<sup>th</sup> day of May, A. D. 1911, at 9<sup>12</sup> o'clock a M.

Flayd L Lawrence Register of Deeds.  
\_\_\_\_\_  
Deputy.