

last above written,

(L.S.)

My commission expires June 17th 1886.

L. S. Steele

Notary Public.

Recorded September 29th 1884 at 4²⁵ O'clock P.M.

Wm. O. Arnold
Register of Deeds

This Indenture made this Fifteenth day of September in the year of our Lord one thousand eight hundred and eighty four between Alexander S. Eidenmiller and Mary J. Eidenmiller his wife of the City of Lawrence in the County of Douglas and State of Kansas of the first part and Albert S. Brooks of the second part;

Witnesseth That the said parties of the first part in consideration of the sum of One 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 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; Lot Number Eighteen (8) Locust Street in the City of Lawrence (formerly North Lawrence) with the appurtenances and all the estate title and interest of the said parties of the first part therein. And the said Alexander S. Eidenmiller and Mary J. Eidenmiller 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 One Hundred Dollars and interest at the rate of eight (8) per cent per annum from the 15th day of September A.D. 1884 which amount is due the said Albert S. Brooks according to the terms of a certain promissory note this day executed and delivered by the said Alexander S. Eidenmiller to the said party of the second part and this conveyance shall be void if such payment 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 shall become due and payable and it shall be lawful for said party of the second part his executor 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 party of the second part his executor administrators or assigns; and out of all the

For Release see Book 13 Page 257