

# This Indenture,

Made this 23<sup>rd</sup> day of July

A. D. 1952, between Catharine S. Brand a single person

of Lawrence, in the County of Douglas and State of Kansas  
of the first part, and Charline Fitzpatrick

of the second part.

**Witnesseth**, That the said part Y of the first part, in consideration of the sum of ONE THOUSAND DOLLARS

to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does grant, bargain, sell and Mortgage to the said part Y 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 Number Nineteen (19), less the South Ten Feet thereof, and Lot Number Twenty (20) Block Eight (8) in University Place, An addition to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part Y of the first part therein. And the said Catharine S. Brand

does hereby covenant and agree that at the delivery hereof she is 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 except a certain mortgage now on said property held by the above named Charline Fitzpatrick.

This grant is intended as a mortgage to secure the payment of One Thousand Dollars, according to the terms of one certain promissory note this day executed and delivered by the said Catharine S. Brand

to the said part Y of the second part by which said Catharine S. Brand shall pay \$1,000.00 in five years herefrom, and shall pay \$100.00 on principal at the end of each six months, and interest at 5% per annum from the date thereof.

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 part Y 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; and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part Y making such sale, on demand, to said Catharine S. Brand

heirs and assigns

**In Witness Whereof**, The said part Y of the first part has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

X Catharine S. Brand (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS

Douglas County, } ss.

**Be It Remembered**, That on this 23<sup>rd</sup> day of July A. D. 1952

before me, the undersigned, a Notary Public in and for said County and State, came Catharine S. Brand

to me personally known to be the same person who executed the foregoing instrument of writing, 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 April 17 1955

For Gieseman Notary Public.



*Notary Public*  
*By Marie Wilson*