

60821 BOOK 113

**This Indenture,** Made this 28th day of September  
A. D. 19 56, between Burton G. Brown, Sr., and his wife, Helen P. Brown

of Lawrence, in the County of Douglas and State of Kansas  
of the first part, and The Douglas County Building and Loan Association of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of  
Six Thousand and no/100----- 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 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:

The South Half of Lot No. One Hundred Fifty Nine (159), The South  
ten feet of the North Half of Lot No. One Hundred Fifty Nine (159),  
and the North Half of Lot No. One Hundred Sixty One (161), all on  
Tennessee Street, in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 Six Thousand and no/100-----  
Dollars, according to the terms of one certain note this day executed and delivered by the said  
part 1st of the first part to the said part y of the second part

and this conveyance shall be void if such payments be made as herein spec-  
ified. 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, its successors 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 party making such sale, on demand, to said

Parties of the first part, their heirs and assigns.

In Witness Whereof, The said part 1st of the first part have hereunto set their  
hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Burton G. Brown, Sr. (SEAL)  
Burton G. Brown, Sr.

Helen P. Brown (SEAL)  
Helen P. Brown (SEAL)

STATE OF KANSAS

Douglas County, ss.

Be It Remembered, That on this 29th day of September A. D. 19 56

before me, the undersigned, a Notary Public in and  
for said County and State, came Burton G. Brown, Sr., and his  
wife, Helen P. Brown  
to me personally known to be the same persons 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 January 13th 19 60

John C. Emick Notary Public  
John C. Emick



This record  
was written  
on the original  
mortgage entered  
this 4th day  
of September  
1956

By John C. Emick  
Notary Public

By John C. Emick  
Deputy

And it is further covenanted and agreed that this mortgage is hereby released, and the lien  
thereon is hereby terminated, on the 28th day of June 1960. Attest: Arthur H. Adams Association,  
Secretary. Arthur H. Adams Association, formerly The Douglas County Building and Loan  
Association, by J. Dean Belsinger Vice-President