

Mortgage

THIS INDENTURE, Made this 21st day of September, A. D. 1955, between Nathan N. Brown and Ruth S. Brown, husband and wife of Lawrence, in the County of Douglas and State of Kansas of the first part, and A. W. Keller and Margie L. Keller, husband & wife of Ottawa, Franklin County, Kansas of the second part.

WITNESSETH, that the said parties of the first part, in consideration of the sum of FORTY 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 parties of the second part their 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 Thirty-five (35) on Massachusetts Street, Lawrence, Douglas County, Kansas, commonly known as 729-31 Massachusetts Street, 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 Nathan N. Brown and Ruth S. Brown 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 FORTY THOUSAND and no/100 DOLLARS, according to the terms of a certain note this day executed and delivered by the said Nathan N. Brown and Ruth S. Brown to the said parties of the second part, said promissory note calls for monthly payments of \$250.00 on the 1st day of each and every month thereafter on principal beginning January 2, 1956, and interest at 4½% for the first three years and at 4% after January 2, 1959 and they shall also pay all taxes and insurance on above described property after date of possession, interest to begin on date of possession. Parties of the 1st part may make additional payment on the principal not to exceed \$10,000 in any one calendar year, including interest, 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

This is a copy of Mortgage Book 131