

59719 Book 112

This Mortgage, made the 23rd day of May, A. D. 1956,

Between NATHAN N. BROWN and RUTH S. BROWN, his wife

of the City of Lawrence,
in the County of Douglas, and State of Kansas,

parties of the first part; and THE DAVIS-WELLCOME MORTGAGE COMPANY

a body corporate, existing under and by virtue of the laws of Kansas, and having its chief office in the City of Topeka and State of Kansas, party of the second part,

Witnesseth: That whereas the said parties of the first part are justly indebted to

THE DAVIS-WELLCOME MORTGAGE COMPANY for money borrowed in the sum of

\$\$\$ THIRTY-SEVEN THOUSAND FIVE HUNDRED and no/100ths (\$37,500.00) \$\$\$ DOLLARS,

to secure the payment of which they have executed their promissory note, of even date herewith, for the principal sum of

\$\$\$ THIRTY-SEVEN THOUSAND FIVE HUNDRED and no/100ths (\$37,500.00) \$\$\$ DOLLARS,

with interest from date, until maturity, at the rate in said note set forth; being an instalment note by the terms of which the said parties of the first part agree to pay to THE DAVIS-WELLCOME MORTGAGE

COMPANY, or order,

the principal and interest in monthly instalments as follows, namely:

Beginning on the first day of November, 1956, and on the first day of each month thereafter the sum of Three Hundred Fifty-six and 33/100ths \$\$\$ Dollars and the balance of said principal sum due and payable on the first day of October

1968. The aforesaid monthly payments of Three Hundred Fifty-six and 33/100ths (\$356.33) #

Dollars each are to be applied first to interest at the rate as aforesaid on the principal sum of

\$\$\$ THIRTY-SEVEN THOUSAND FIVE HUNDRED and no/100ths (\$37,500.00) \$\$\$ Dollars,

or so much as shall from time to time remain unpaid, and the balance of each monthly instalment shall be applied on account of principal.

Said note provides that if any of the principal and interest is not paid when due, all of the unpaid principal and interest then accrued shall thereafter bear interest at the rate of ten per cent. per annum, and said note is made payable to the order of said THE DAVIS-WELLCOME MORTGAGE COMPANY at its office in the city of Topeka, Kansas, or at such other place as the holder thereof may designate in writing, in lawful money of the United States of America.

Now, therefore, this Indenture Witnesseth: That the said parties of the first part, in consideration of the premises, and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory note above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and agreements herein contained, do by these presents, mortgage and warrant unto the said party of the second part, its successors and assigns forever, all the following described lands and premises, situated and being in the City of Lawrence in the County of Douglas and State of Kansas, to wit:

The South Twenty-five (25) feet of Lot Two (2), and all of Lot Three (3),
in Block Seventeen (17) in Babcock's Enlarged Addition, an Addition to
the City of Lawrence, Douglas County, Kansas.

See Babcock's Mortgage - See Book 148 Page 192