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BOOK 118

MORTGAGE

(No. 52A)

Boyle's Legal Blanks - Cash Stationery Co., Lawrence, Kansas

**This Indenture,** Made this 2nd day of June  
A. D. 1958, between Audra C. Brand and John W. Brand, her husband

of Lawrence in the County of Douglas and State of Kansas  
of the first part, and The Lawrence National Bank of Lawrence, Kansas

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Five thousand 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 and 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:

Lot 119 on Ohio Street, in the City of Lawrence

Including the rents, issues and profits thereof provided however that the mortgagors shall be entitled to collect and retain the rents, issues and profits until default hereunder.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein.

And the said first parties

do hereby covenant and agree that at the delivery hereof they are 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

This grant is intended as a mortgage to secure the payment of Five thousand Dollars, according to the terms of one certain note this day executed and delivered by the said Audra C. Brand and John W. Brand to the said part Y of the second part

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 of the second part or its executors, administrators, heirs 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 making such sale, on demand to said Audra C. Brand and John W. Brand, or the survivor, or heirs and assigns of the last survivor.

In Witness Whereof, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Audra C. Brand (SEAL)  
Audra C. Brand (SEAL)  
John W. Brand (SEAL)  
(SEAL)

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 2nd day of June A. D. 1958

before me, the undersigned a Notary Public

in and for said County and State, came Audra C. Brand and John W. Brand, her husband

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 11-8 1960

Marjorie Daniel Notary Public



Recorded June 3, 1958 at 3:10 P.M.

Harold A. Beck, Register of Deeds

BY Marie Wilson

I the undersigned, clerk of the said county, do hereby certify that the foregoing instrument was duly recorded in the office of the Register of Deeds of said county, and that the same is a true and correct copy of the original as the same appears from the records of said office.

ATTEST: William H. Lebert, Clerk of Douglas County, Kansas

22  
December  
64  
Harold A. Beck  
Register of Deeds  
Marie Wilson