Reg. No. 15,988

Fee Paid $2.50

MORTGAGE—Standard Form   (No. 52 B)   F. J. Boyles, Publisher of Legal Blanks, Lawrence, Kansas

73738   BOOK 125

This Indenture, Made this 21st day of June

A. D., 19 60 , between **Elzie O. and Rosemary Brown**

of **Lawrence** in the County of **Douglas** and State of **Kansas**

of the first part, and **L. J. Reber**   **Lawrence Kansas**

of the second part.

Witnesseth, That the said part **ies** of the first part, in consideration of the sum of

-------- One thousand --------- DOLLARS

to **them** duly paid, the receipt of which is hereby acknowledged, ha **ve** sold and by these presents does grant, bargain, sell and Mortgage to the said part **y** of the second part, **his** 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:

Belmont Lot 12 Blk 4 @1414 Prospect Ave.

Lawrence Kansas

with all the appurtenances, and all the estate, title and interest of the said part **ies** of the first part therein. And the said **Elzie O. and Rosemary Brown**

do **es** 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 **One thousand** --------------------
Dollars, according to the terms of **a** certain **promissory note** this day executed and delivered by the said **Elzie O. and Rosemary Brown** to the said part **y** of the second part **L. J. Reber**

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 **his** 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 **parties of first part**

heirs and assigns

In Witness Whereof, The said part **ies** of the first part ha **ve** hereunto set **their** hand **s** and seal **s** the day and year first above written.

Signed, Sealed and delivered in presence of

L. J. Reber

Elzie O. Brown (SEAL)
Elzie O. Brown

Rosemary Brown (SEAL)
Rosemary Brown

(SEAL)

(SEAL)

STATE OF KANSAS   } ss.
Douglas   County,

Be It Remembered, That on this 21st day of June A. D. 19 60 before me, **Ernest Klooz,** a Notary Public in and for said County and State, came **Elzie O. Brown and Rosemary Brown, his wife,** to me personally known to be the same person **s** who executed the within 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 **July 31, 1960.**

Ernest Klooz Notary Public
Ernest Klooz

(Notary Public seal: ERNEST KLOOZ — NOTARY PUBLIC — DOUGLAS COUNTY, KANSAS)

Recorded June 22, 1960 at 2:25 P.M. **RELEASE.** *Harold A. Beck* Register of Deeds

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. As Witness my hand this 14 day of June 1962.

L. J. Reber