

552

Reg. No. 5,242  
Fee Paid \$37.50

399-2-PH

Crane &amp; Co., Inc. Topeka

**MORTGAGE**  
(REAL ESTATE)NO. 23436  
INDEXED  
NUMERICAL INDEX

TO

STATE OF KANSAS,

*Douglas* County, ss.This instrument was filed for record on the  
15th day of December A. D.  
1970, at 2:51 o'clock P. M., and  
duly recorded in Book of Deeds,  
at page

Register of Deeds.

By Deputy.

**FEES.**

Register of Deeds, for recording, \$3.00

23436 BOOK 158

THIS INDENTURE, Made this 11th day of December

A. D. 1970, between Burton G. Brown and Helen P. Brown,  
husband and wife (the said Burton  
G. Brown also known as Burton Gilbert Brown, Sr.,  
and Burton G. Brown, Sr.)

of Douglas County, in the State of Kansas

of the first part, and

Douglas County State Bank, a Corporation  
Lawrence, Kansas

of Douglas County, in the State of Kansas

of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of  
Fifteen thousand and ----- and no/100 DOLLARS,

the receipt of which is hereby acknowledged, do by these presents, Mortgage and Warrant

unto said party of the second part, all the following-described real estate, together with

all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise

appertaining, situated in Douglas County

and State of Kansas, to wit:

Lots Eleven (11) and Twelve (12), in Block Two (2), in Holiday Hills Addition, No.  
Two (2), an Addition to the City of Lawrence, Kansas

Also to include:

The south one-half ( $\frac{1}{2}$ ) of Lot 159 and the south ten (10) feet of the North one-half ( $\frac{1}{2}$ )  
of Lot 159, and the north one-half of Lot 161, on Tennessee Street, in the City of  
Lawrence, Douglas County, Kansas.

for the purpose of securing payment of the aforementioned sum, according to the terms hereof and the terms and conditions of certain promissory note

executed and delivered this date by parties of the first part to party of the second part, of which the following cop

NOW, If said parties of the first part shall pay or cause to be paid to said party of the second part, its heirs or assigns,  
said sum of money in the above-described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these  
presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any  
interest thereon, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises,  
or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum and sums, and interest thereon, shall and by these  
presents become due and payable at the option of the holder hereof, and said party of the second part shall be entitled to the possession of said premises.IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands, the  
day and year first above written.*Burton G. Brown*  
Burton G. Brown  
*Helen P. Brown*  
Helen P. Brown

STATE OF KANSAS,

Douglas

COUNTY, ss.

BE IT REMEMBERED, That on this 11th day of December, 1970, before me, the

undersigned, a Notary Public

in and for the County and State aforesaid, came

Burton Gilbert Brown, Sr., also known as Burton G. Brown, Sr., a/k/a  
Burton G. Brown and Helen P. Brown, husband and wifewho are personally known to me to be the same person(s) who executed the foregoing instrument of writing, and  
duly acknowledged the execution of the same.IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the  
day and year last above written.

1971

Harold R. Scheve

Notary Public.

Recorded December 15, 1970 at 2:51 P. M.

*Janice Beem* Register of Deeds

for Extension Agreement See Book 279 Page 464