

MORTGAGE RECORD No. 38.

MORTGAGE Standard Form. KAME BODSWORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this twenty fourth day of July in the year of our Lord, one thousand Nineteen hundred and one, between Charles M. Brown, unmarried of Lawrence in the County of Douglas and State of Kansas, of the first part, and William J. Sinclair of same place of the second part:

Witnesseth, That the said part of of the first part, in consideration of the sum of Seven hundred and fifty Dollars, to him duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do he grant, bargain, sell and mortgage to the said part of 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:

Lot No. One hundred and Seventy-four (174) on Vermont Street in the City of Lawrence, grantor agreeing to maintain insurance on the building erected on said lot in the sum of at least six hundred dollars during the continuance of this mortgage.

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

Chas. M. Brown do he hereby covenant and agree that at the delivery hereof he is 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 and that they will warrant and defend the same in the quiet and peaceable possession of said second part, his heirs or assigns forever against all persons lawfully claiming the same. This Grant is intended as a Mortgage to secure the payment of the sum of Seven hundred and fifty dollars,

according to the terms of a certain Mortgage note this day executed and delivered by the said Charles M. Brown to the said part of of the second part Due in 5 years from date with interest from date to maturity as evidenced by coupons attached thereto, and interest after maturity or default at the rate of ten percent per annum until fully paid in cash or by Sheriff's Deed. But if default be made in such payment, 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 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 sales to retain the amount then due for principal and interest, together with the costs and charges of making such sales, and the overplus, if any there be, shall be paid by the part of making such sale, on demand, to the said Charles M. Brown, his, heirs and assigns.

IN WITNESS WHEREOF, The said part of of the first part hath hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Chas. M. Brown (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas -COUNTY- } ss.

BE IT REMEMBERED, That on this 25th day of July A. D. 1901, before me

Nellie Benjamin a Notary Public in and for said County and State, came

Charles M. Brown, unmarried,

to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name set my hand and affixed my official seal on the day and year last above written.

My Commission Expires Sept. 29 1905

Nellie Benjamin Notary Public

Filed for Record the 9th day of Aug A. D. 1901, at 5⁵⁵ o'clock P. M.

W. J. Sinclair Register of Deeds

In consideration of full payment of the within mortgage I hereby release the same this

2nd day of September 1901

(For Assignment see Book 51, Page 508)

Wm J Sinclair
Attest
Ray B. Chambers
Reg. of Deeds

(The following is endorsed on the original instrument)
The file has been described having been paid in full
this mortgage is hereby released and the lien thereon is discharged

Recorded Sept 1 1910