

# MORTGAGE RECORD No. 38.

MORTGAGE Standard Form. SAME DODSWORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this 20<sup>th</sup> day of September in the year of our Lord, one thousand Nineteen hundred and One, between Gustave H. Brunel and Christena Brunel his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Alex Lewis of the second part:

**Witnesseth**, That the said parties of the first part, in consideration of the sum of Thirteen Hundred 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 part 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:

All of Lot number One (1) containing 44 <sup>30</sup>/<sub>100</sub> acres more or less and all of Lot number Two (2) containing 45 <sup>30</sup>/<sub>100</sub> acres more or less all in N. E. 1/4 Section Three (3) Township Twelve (12) Range Nineteen (19) East of the 6<sup>th</sup> P.M.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said parties of the first part 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 the sum of Thirteen Hundred Dollars according to the terms of One certain promissory note this day executed and delivered by the said Gustave H. Brunel and Christena Brunel to the said part of the second part

Payable five years after date with interest at the rate of six per cent per annum, with the privilege of paying on said principal sum \$100 or any multiple thereof on any interest paying date after two years from date hereof. and this conveyance shall be void if such payments be made as herein specified. 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 the second part his executors, administrators and assigns, at any time thereafter to sell the premises here by 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 Gustave H. Brunel, his heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Geo. A. Banks

Gustave H. Brunel (SEAL)

Christena Brunel (SEAL)

(SEAL)

STATE OF KANSAS, }  
Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 20<sup>th</sup> day of Sept A. D. 1901, before me Geo. A. Banks a Notary Public in and for said County and State, came Gustave H. Brunel and Christena Brunel husband and wife 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 set my hand and affixed my official seal on the day and year last above written:

My Commission Expires Nov. 27 1904

Geo. A. Banks

Notary Public

Filed for Record the 20<sup>th</sup> day of Sept A. D. 1901, at 4<sup>00</sup> o'clock P. M.

H. H. Johnson

Register of Deeds

The following is enclosed on the original instrument - this note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 28<sup>th</sup> day of Feb'y 1910. Luther H. Lewis, Sole heir and distributee of Alex Lewis deceased.

Recorded Feb'y 28 1910  
Floyd L Lawrence  
Register of Deeds.