

## MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOURNAL CO. Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 25<sup>th</sup> day of March in the year of our Lord, Nineteen  
Hundred and two, between W. F. Browning and C. J. Browning his wife  
of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and Myrtle Evering  
 of the second part:

Witnesseth, That the said part of of the first part, in consideration of the sum of  
Sixty-nine and 10/100 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 of the second part her 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 12, Block 17, and eight (8) Walnut Street  
in that part of the city of Lawrence known as North Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said  
W. F. Browning and C. J. Browning do hereby covenant and agree that  
 at the delivery hereof they are the lawful owners 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  
Sixty-nine and 10/100 dollars  
 according to the terms of and certain promissory note this day executed  
 and delivered by the said W. F. Browning and C. J. Browning to the said part of of the second part  
Myrtle Evering

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 of the second part her 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 cost 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 said parties of the first part their  
 heirs and assigns.

IN WITNESS WHEREOF, The said part of 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

E. A. L. L. L.W. F. Browning

[SEAL]

C. J. Browning

[SEAL]

Myrtle Evering

[SEAL]

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 25<sup>th</sup> day of March A. D. 1902, before me  
W. F. Browning and C. J. Browning, his wife  
 a Notary Public in and for said County and State, came

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 and affixed my official seal on the day and  
 year last above written.

My Commission Expires June 2 1906Leonard E. Findley

Notary Public.

Filed for Record the 6<sup>th</sup> day of April A. D. 1902, at 3<sup>00</sup> o'clock P. M.W. F. Armstrong

Register of Deeds.

J. C. Roman

Deputy.

7th Release see Book 64 Page 37

My following is Endorsed on the original instrument.  
 The note herein described having been paid in full, this mortgage