

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOHNSON, CO. Printers, Binders and Blank Book Makers, LAWRENCE, KAN.

This Indenture, Made this first day of July in the year of our Lord, one thousand nine hundred and three, between Augustus A. Brises and Jessie I. Brises his wife of Wakarusa in the County of Douglas and State of Kansas, of the first part, and

The Merchants Loan Savings Bank of the second part:

Witnesseth, That the said part as of the first part, in consideration of the sum of Fifteen Hundred Dollars,

to them duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage to the said part of of the second part successors 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: The North half (N 1/2) of the South West quarter (SW 1/4) of the North West quarter (NW 1/4) of Section No. twenty five (25) in Township No. twelve (12) South of Range No. nineteen (19) East. Also a strip of land three (3) to seven (7) feet wide off the north side of the South half (1/2) of the South West quarter (SW 1/4) of the North West quarter (NW 1/4) of said Section No. twenty five (25) in Township No. twelve (12) South of Range No. nineteen (19) East. Reserving thirty (30) feet in width off the South side for a road. Said land being sometimes described as and called the North thirty one and one half (31 1/2) acres of the SW 1/4 of NW 1/4 Section 25

with all the appurtenances, and all the estate, title and interest of the said part as 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 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 Fifteen Hundred Dollars according to the terms of one certain promissory Note this day executed and delivered by the said parties of the first part to the said part of of the second part payable two years after date with interest at the rate of six per cent (6%) per annum from date payable semi-annually.

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 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 as of the first part has hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Augustus A. Brises (SEAL.)
Jessie I. Brises (SEAL.)
(SEAL.)

STATE OF KANSAS,

County of Douglas ss.

BE IT REMEMBERED, That on this 1st day of July A. D. 1903, before me W. J. March a Notary Public in and for said County and State, came Augustus A. Brises and Jessie I. Brises, his wife to me personally known to be the same person s 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 July 24 1905 W. J. March Notary Public.

Filed for Record the 2 day of July A. D. 1903, at 10 o'clock A. M.
W. J. Armstrong Register of Deeds.
By J. C. Bowman Deputy.

This mortgage is given to secure the original instrument. The note secured hereby is given to the Merchants Loan Savings Bank of Lawrence, Kansas, and is for the sum of \$1500.00, together with interest at the rate of six per cent (6%) per annum from date payable semi-annually. The original instrument is on file in the office of the Register of Deeds of Douglas County, Kansas.

