

MORTGAGE RECORD No. 42.

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

This Indenture, Made this 19th day of November in the year of our Lord, nineteen hundred
and four between Lucy Brown and Mack Brown, her husband of Lawrence in the County of
Douglas and State of Kansas, of the first part, and Merchants Loan & Savings Bank of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One hundred and forty five 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 party of the second part ~~the several~~ 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:

and State of Kansas, described as follows, to wit:

Lot 14, Block 13, in Block number thirteen (13) of Lane's Second Addition to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part^{es} of the first part therein. And the said Lily Brown
and Mark Brown her husband 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 inalienable
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

according to the terms of re. certain promissory note this day executed
and delivered by the said Lucey Brown and to the said party of the second part

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 party of the second part *his* ~~executors~~ ^{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 ~~ies~~ making such sale, on demand, to said *Lacy Brown & Mark Brown* heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Witness to mark of
Lucy Brown, S. C. Ward

STATE OF KANSAS,

assumed that on this

DE IT REMEMBERED, That on this 19th day of Nov. A. D. 1227, before me

S. A. Ward. a Notary Public in and for said County and State, came
Lucy Brown nee Mack Brown, her husband.

_____ 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 Apr. 15. 1922

S. A. Wood Notary Public.

Filed for Record the 12th day of Nov. A. D. 1917, at 10¹⁰ o'clock A. M.

A. W. Armstrong. Register of Deeds.
By E. O. Armstrong Deputy.

[illegible]

Received Mar 3^d 1886.
U. S. Custom House.
Register of Deeds.