

## MORTGAGE RECORD No. 43.

OPTIONAL Standard Form. Journal Co. Printers Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this Tenth day of February in the year of our Lord, Winteen hundred and six, between Nancy Brown & Single Woman, and Richard Brown of Douglas in the County of Douglas and State of Kansas, of the first part, and Nellie J. Smith of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One hundred and fifty (\$150.) 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 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: The North Ten (10) acres of the South East quarter (S.E. 1/4) of the North East quarter (N.E. 1/4) of Section Thirteen (13) Township twelve (12) Range Nineteen (19).

with all the appurtenances, and all the estate, title and interest of the said parties 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 One hundred and fifty 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 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, 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 party making such sale, on demand, to said parties of the first part her heirs and assigns.

IN WITNESS WHEREOF, The said parties 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  
Joseph Laptad Jr.  
John Brown

Nancy & Brown [SEAL]  
Richard Brown [SEAL]  
[SEAL]

STATE OF KANSAS,  
County of Douglas } ss.

BE IT REMEMBERED, That on this 10th day of February A. D. 1906, before me Joseph Laptad Jr. Notary Public in and for said County and State, came Nancy Brown, Single Woman and Richard Brown 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 Nov 6 1906

Joseph Laptad Jr.  
Notary Public

Filed for Record the Feb 17 day of February A. D. 1906 at 12 o'clock M.

W. W. Cunningham Register of Deeds.  
Deputy.

This mortgage is registered in the original instrument.  
The note herein described having been paid in full by the mortgagee  
to the lender, the said mortgage is hereby discharged.  
As Witness My hand and seal this Tenth day of February A. D. 1906.  
By H. H. Chandler Notary Public in and for said County of Douglas.

Recorded Feb 11 1907  
W. W. Cunningham  
Register of Deeds.

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