

## MORTGAGE RECORD No. 43.

MORTGAGE Standard Form. Journal No. 1. Printed Under and Blank Book Meters Lawrence, Kan.

This Indenture, Made this 15<sup>th</sup> day of September in the year of our Lord, Nineteen  
hundred and Six between  
Edwin Brownell of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and

Levi O. McIntire of Lawrence, Kansas of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of

One Hundred and fifty Dollars,

to him duly paid, the receipt of which is hereby acknowledged, he sold, and by these presents do grant, bargain, sell and mortgage to the said party 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:

Lot number 33, and lot number 34, in Addition 11, and in that part of the City of Lawrence, Kansas known as North Lawrence.

Except present crop and the improvements that have been placed upon said property by the present tenant.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Edwin Brownell do hereby covenant and agree that at the delivery hereof he is 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 of any nature.

This Grant is intended as a Mortgage to secure the payment of the sum of

One Hundred and fifty

according to the terms of one certain Note this day executed and delivered by the said Edwin Brownell to the said party of the second part Levi O. McIntire

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, 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 Edwin Brownell heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Edwin Brownell [SEAL.]

[SEAL.]

[SEAL.]

STATE OF KANSAS,

County of Douglas ss.

BE IT REMEMBERED, That on this 15<sup>th</sup> day of September A. D. 1906, before me

Henry G. Parsons a Notary Public in and for said County and State, came

Edwin Brownell, unmarried 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 5<sup>th</sup> 1909.

Henry G. Parsons Notary Public.

Filed for Record the 21<sup>st</sup> day of September A. D. 1906, at 10<sup>25</sup> o'clock A.M.

A. W. Armstrong Register of Deeds.

Deputy.

This Indenture, when recorded on the official instrument, the mortgage is hereby released and the mortgagor is discharged. A witness my hand this 24<sup>th</sup> day of December A. D. 1906.

Levi O. McIntire

Edwin Brownell  
Notary Public  
for the State of Kansas

Recorded March 14, 1913

Estelle J. Parsons  
Register of Deeds