

## MORTGAGE RECORD No. 43.

MORTGAGE Standard Form. JOURNAL CO. PRINTERS, HENDERS AND BLANK BOOK MAKERS, LAWRENCE, KAN.

This Indenture, Made this 16<sup>th</sup> day of January in the year of our Lord, one thousand nine hundred seven, between Herman H. Brown and Minnie L. Brown, his wife of Lawrence in the County of

Douglas and State of Kansas, of the first part, and Peoples State Bank of Lawrence, Kansas of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of One Thousand 00/100 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 party of the second part its 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:

Sixteen acres of land more or less as per description pasted hereto: - Beginning at a point 19.25 chains South of North West corner of the North West quarter (3) Section Thirty Six (36), Township Twelve (12) of Range Thirtieth (20); Thence East 8.75 chains; thence North 4.71 1/2 chains; thence West 2.50 chains to the West line of said quarter section thence South along said West line 6.25 chains to place of beginning containing 6 acres more or less. Also - Beginning at a point 17.25 chains South of the North West corner of the North West quarter of Section Thirty Six (36) Township Twelve (12) Range Thirtieth (20) thence South one hundred eighty feet more or less to the North line of Warren Street produced west from the City of Lawrence; thence East along said North line of Warren Street produced Two hundred forty two feet; thence South one hundred eighty feet more or less to the South line of a tract of land owned by J. C. Ellis, September 22<sup>nd</sup> 1897, recorded in Book 63 Page 210, records of Douglas County, Kansas; thence East and then North two hundred forty two feet to place of beginning containing six acres more or less.

with all the appurtenances, and all the estate, title and interest of the said party 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 Thousand Dollars

according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said party of the second part but in one year after date hereof with seven percent interest from date.

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, its 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 their heirs and assigns.

IN WITNESS WHEREOF, The said party 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

Herman H. Brown [SEAL]  
Minnie L. Brown [SEAL]  
[SEAL]

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 17 day of January A. D. 1907, before me

The undersigned a Notary Public in and for said County and State, came Herman H. Brown and Minnie L. Brown his wife 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 Sept. 20, 1907

Frank See Notary Public.

Filed for Record the 18 day of Jan. A. D. 1907, at 10<sup>10</sup> o'clock A.M.

A. W. Grayson Register of Deeds.  
By Claire C. Armstrong Deputy.

(The following is endorsed on the original instrument -)  
The note herein described having been paid in full this mortgage is hereby released, and the lien hereby created is hereby released and the lien hereby created is hereby released and the lien hereby created is hereby released.

Recorded Aug 29 1910  
H. H. Brown  
M. L. Brown  
Register of Deeds

The following is endorsed on the original instrument  
The note herein described having been paid in full this mortgage is hereby released, and the lien hereby created is hereby released and the lien hereby created is hereby released.

Recorded Nov 9 "1907"