MORTGAGE RECORD No. 43

627

en. This Indenture, Made this Sectly day of Marsh in the year of our Lord, morelen Athe O undred and Eight , between W. F. Brow and C. J. Brow of anorence in the County of the County of (wife) Doceslas and State of Kansas, of the first part, and _ C. L. Edwards Trustie cond part: of the sum of Witnesseth, That the said part & 20f the first part, in consideration of the sum of Dollars. Four hundred and mortgage to thereast duly paid, the receipt of which is hereby acknowledged, hat sold, and by these presents do _____grant, bargain, sell and mortgage ty of Douglas, vier and State of Kansas, described as follows, to wit: n (i) and Eight (8) on Walnut Street in North Lawrence a foart of a a nin vience Nam with all the appurtenances, and all the estate, title and interest of the said part und the first part therein. And the said and agree that W.F.Bowning & C. J. Browning_____ do ___ hereby covenant and agree that at the delivery hereof they are the lavial owner Sof the premises, above granted, and seized of a good and indefeasible d indefeasible estate of inheritance therein, free and clear of all incumbrances of the sum of . This Grant is intended as a Mortgage to secure the payment of the sum of Four hundred Dellars certain Plate & sig Coupers according to the terms of Oue certain 256 29 sig he second part to the said part ... y. of the second part cordin meh 13" 1920 art thereof, or and this conveyance shall be void if such payments be made as herein specified. But if default be made in such paymeut, or any part thereof, or whole amount interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount nd assigns, at shall become due and payable, and it shall be lawful for the said party of the second part, luna executors, administrators and assigns, at noneys arising 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 sales, and the 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 part, til Get.M. overplus, if any there be, shall be paid by the part y making such sale, on demand, to said W. F. Browning . heirs and assigns. IN WITNESS WHEREOF, The said partice of the first part have hereunto set Tushand and seal the day and year first above ear first above Recorded written. W. F. Browning [SEAL] C. J. Browning (SEAL] ___ [SEAL.] Signed, Sealed and Delivered in Presence of [SEAL.] [SEAL.] [SEAL.] STATE OF KANSAS, Douglas County, S., before me March BE IT REMEMBERED, That on thisday of A. D. 1908, before me n M. Kewel d State, came . J Frozoning a Notary Public in and for said, County and State, came Isowing and C. o be the same to me personally known to be the same person Swho 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 n the day and year last above written. John M. Hewlin Notary Public. My Commission Expires april 11 1911 ary Public. Filed for Record the 12 day of March A. D. 1 908, at 2 "o'clock O.M. a.W. Comstagy Registy of Deeds. By Clair C. When Strong out ter of Deeds. Deputy.