

# MORTGAGE RECORD No. 45.

237

MORTGAGE STANDARD FORM. Gazette Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 22nd day of March in the year of our Lord 1907  
hundred and nine (1907) between Robert F. Browning  
and Nancy Browning his wife of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and C. A. Hicks

of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Two Hundred and no/100 (\$200.00) DOLLARS,  
to her 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 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:

all of the East half (1/2) of South west quarter (1/4) Block six (6)  
North Lawrence, lying South of French Street as extended East and  
West through said block, being 240 feet more or less North and  
South, by 160 feet more or less East and West, less the Right of  
Way of the Railroad, (if any)

with all the appurtenances, and all the estate, title and interest of the said part 1/2 of the first part therein. And the said  
Robert F. Browning and Nancy Browning his wife 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  
Two Hundred Dollars  
according to the terms of one certain note this day executed  
and delivered by the said Robert F. Browning and Nancy Browning his wife 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, 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 Robert F. Browning his  
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

Robert F. Browning [SEAL]

Nancy Browning [SEAL]

[SEAL]

## STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 22nd day of March A. D. 1907, before me,

Frank E. Banks a Notary Public in and for said County and State, came

Robert F. Browning and Nancy Browning his wife

persons 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 12 1910

Frank E. Banks  
Notary Public.

Filed for Record the 22nd day of March A. D. 1907, at 2 45 o'clock P. M.

Floyd L. Lawrence Register of Deeds.  
Minnie A. F. Lawrence Deputy.

This mortgage is delivered to the original mortgagee  
 and the same is hereby released and the same is  
 acknowledged by the said parties of the first part  
 on the 22nd day of March 1907.

Received Sept 24 1910  
 Floyd L. Lawrence  
 Register of Deeds