MORTGAGE RECORD No. 45.

MORTGAGE STANDARD FORM. Gazetie Co., Printers, Binders and Blank Book Makers, Lawrence, Kan. This Indenture, Made this 27 th day of november _____ in the year of our Lord Winter ten hundred and mine, between Frank M. Browning and Emily_ Browning, his wife, of Lawrence in the County of in the County of Suglas ____and State of Kansas, of the first part, and__ second part: Julia Reefe.____ ____of the second part: n of the sum of Witnesseth, That the said part worf the first part, in consideration of the sum of __ DOLLARS, Five Jundred. DOLLARS. ell and mortgage tollown. duly paid, the receipt of which is hereby acknowledged, hat sold, and by these presents do _____grant, bargain, sell and mortgage anty of Douglas, to the said part_y_of the second part_huv 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: Freet. Bot Number deventeen (17) on Rhode I cland street, in the city & baurence, with all the appurtenances, and all the estate, title and interest of the said part مككد f the first part therein. And the said posties of the first part. t and agree that ____do___hereby covenant and agree that at the delivery hereof They are____ and indefeasible _____the lawful owner S of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except a mortgage of six hundred Inflard dated the 9th day of September 1909, in farm of Julis / Leefe nt of the sum of This Grant is intended as a Mortgage to secure the payment of the sum of -Five Hundred Dollars according to the terms of _____ and delivered by the said <u>Cartuis of the first part</u>, with interest thereon the second part ____to the said part_4___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, my 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 part of the second part, here executors, administrators and assigns, at he whole amount s and assigns, at e moneys arising 4 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 ch 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 rast, her overplus, if any there be, shall be paid by the party making such sale, on demand, to said parties of the first part heirs and assigns. IN WITNESS WHEREOF, The said part Lewof the first part hat there unto set the whand 5 and seals the day and year first above written. year first above Frank M. Browning [SEM.] Flerg _[SEAL] Signed, Sealed and Delivered in presence of Emily Browning _[SEAL] _[SEAL] [SEAL] _.[SEAL] STATE OF HANSAS, · SS. Douglas County 27 2 _day of November A. D. 1909_, before me, 9____, before me, BE IT REMEMBERED, That on this august L delig a Notary Public in and for said County and State, came and State, came Frank M. Browning and Emily Browning his wife *C C* to me personally known to be the same personal syng executed the foregoing instrument and duly acknowledged the execution of the same. IN WHEREOF, 1 have hereounto subscribed my name and affixed my official seal on the day and user here here written en to be the same al on the day and year last above written. _ August L. Delig Notary Public. My Commission Expires October 7 19/2 Notary Public. A. D. 1909_, at / 52_u'clock_ C.__M. **_**M. - Floyd L. Laurence ____ Register of Deeds. Minnie a. F. Laurence __ Deputy. Register of Deeds. uce Deputy.

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