

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

This Indenture, Made this 20th day of August in the year of our Lord nineteen
hundred and ten, between Herman H. Brown and Mima H. Brown
husband and wife of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
Popple State Bank, Lawrence, Kansas of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Nine Hundred Forty Five 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 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:

Beginning at a point 19.25 chains South of the Northwest corner of the Northwest quarter (¼) Section Thirty Six (36) Township Twelve (12) Range Nineteen (19) Thence running East 8.60 chains; Thence North 6.97-7/10 chains; Thence West 8.60 chains to the West line of said Quarter Section; Thence South along said West line 6.79-7/10 chains to the place of beginning containing six (6) acres more or less, Also Beginning at a point 19.25 chains South of the Northwest corner of the Northwest quarter (¼) of Section Thirty Six (36) Township Twelve (12) Range Nineteen (19) Thence running South One Hundred Eighty feet more or less to the North Line of Warren street produced west from the City of Lawrence, Kansas; Thence east along said North line of Warren Street produced Two Hundred Forty two feet; Thence North One Hundred Eighty Feet more or less to the South line of a tract of land deeded to T. A. Ellis September 22nd 1897 recorded in book 63 page 290 records of Douglas county, Kansas; Thence West along said line Two Hundred Forty two feet to place of beginning, containing one acre more or less.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part 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 owner^S of the premises, above granted, and seized of a good and infeasible 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 Nine Hundred Forty five 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 part 2 of the second part

due in one year after date with 7% 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, the 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 part ~~two~~ of the first part have ~~hereunto~~ set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

Herman H Brown [SEAL]

Mina H Brown [SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County } SS.

BE IT REMEMBERED, That on this 20th day of August A. D. 1970, before me,

The undersigned _____ a Notary Public in and for said County and State, came
Herman H Brown and Mena H 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 January 26th, 1914

E. J. Hilkey Notary Public.

Filed for Record the 29 day of Aug A. D. 1910, at 2 o'clock P M

Floyd L Lawrence Register of Deeds.

Recorded Feb'y 2 1911
Gloyd & Lawrence
Register, please
The following is endorsed on the original instrument of
the note being referred having been paid in full the
mortgage is hereby released and the same thereby changed
to 11.11.11. my full thin 31 st day of jany 1911. The other with
of said bank dated Capital \$100,000 under
S. A. Wood Secy By W. Bernabeck, President