

MORTGAGE RECORD No. 45.

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

This Indenture, Made this Eleventh day of October in the year of our Lord nineteen
hundred and ten (1910), between
Frank D Brooks, a single man of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
Jennie Brooks of the second part:

Witnesseth, That the said part y of the first part, in consideration of the sum of
Eighteen hundred and fifty (1850.00) DOLLARS,
to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage
to the said part y of the second part her 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:

Lots One (1) and two (2), in Block (1) in Brooks' Addition to the City of Lawrence; Also the East 1/2 of the following: Commencing at a point in the South West 1/4 of Section 32, Township 12, Range 20. 20 feet east of where the south line of Lee street in the City of Lawrence if projected East would cross the west line of said quarter section, running thence south on a parallel to said west line 200 feet; thence east parallel to south line of Section 32 580 feet; thence north 200 feet; thence west 580 feet to beginning, containing 2.66 acres more or less

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said
Frank D Brooks do hereby covenant and agree that
at the delivery hereof he is the lawful owner 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
Eighteen hundred and fifty dollars
according to the terms of one certain note this day executed
and delivered by the said Frank D Brooks to the said part y of the second part
in five years from date, with interest at three per cent pay-
able semi annually

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 part y of the second part, her 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 part y making such sale, on demand, to said Frank D Brooks
heirs and assigns.

IN WITNESS WHEREOF, The said part y of the first part has hereunto set his hand and seal the day and year first above
written.

Signed, Sealed and Delivered in presence of

Frank D Brooks [SEAL]

[SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 12 day of October A. D. 1910, before me,

John F. Norton a Notary Public in and for said County and State, came

Frank D Brooks, a single man

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 Decy 22 1913

John F. Norton Notary Public.

Filed for Record the 12 day of Oct A. D. 1910, at 2 o'clock P. M.

Lloyd L Lawrence Register of Deeds.

Deputy.

This document is subject to the original instrument. The note herein described is hereby acknowledged and the same is duly certified. As witness my hand this 11th day of October, A. D. 1910.

Jennie Brooks

Recorded Oct 11 1910
Lloyd L Lawrence
Register of Deeds