

# Mortgage Record No. 52.

This Indenture, Made this Thirteenth day of February in the year of our Lord nineteen hundred and thirteen, between Alex Brown and Luteria Brown his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and John L. Hoover of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Three Hundred 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 part of 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:

The undivided one half (1/2) of the North East one fourth (1/4) of the section number thirty one (31) in Township number Thirteen (13) South of Range number nineteen (19) East of the sixth P. M. forty acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part ees of the first part therein. And the said Alex Brown and Luteria Brown, his wife do as 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 Three Hundred Dollars according to the terms of one certain note this day executed and delivered by the said Alex Brown and Luteria Brown to the said part of of the second part John L. Hoover

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 of 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 surplus, if any there be, shall be paid by the part of making such sale, on demand, to said Alex Brown and Luteria Brown and heirs and assigns.

IN WITNESS WHEREOF, The said part ies 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 Alex Brown (SEAL) Luteria Brown (SEAL)

STATE OF KANSAS, Douglas County } ss.

BE IT REMEMBERED, That on this 5th day of March A. D. 1913, before me, E. E. Whitman, Justice a Notary Public in and for said County and State, came Alex Brown & Luteria Brown, Lawrence Douglas Co. Kansas 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 1 E. E. Whitman Justice of the Peace Notary Public

Filed for Record the 10 day of March A. D. 1913, at 4<sup>20</sup> o'clock P. M. Wm L. Lawrence Register of Deeds. Deputy.

This mortgage is subject to the original instrument. The whole herein described having been paid in full, this mortgage is hereby released and 2nd. The hereby created discharged. As witness my hand and the day of March A. D. 1913.

Received March 7 1913  
Wm L. Lawrence  
Register of Deeds  
Geo. L. Nagel

This mortgage is subject to the original instrument. The whole herein described having been paid in full, this mortgage is hereby released and 2nd. The hereby created discharged. As witness my hand and the day of March A. D. 1913.

Received March 18 1913  
Wm L. Lawrence  
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