

Mortgage Record No. 52.

This Indenture, made this 9th day of January in the year of our Lord Nineteen hundred fourteen, between Norman H. Brown and Mima H. Brown his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and S.R. Dall of the second part:

WITNESSETH, That the said part ies of the first part, in consideration of the sum of Twelve hundred 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 part y 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 the North east corner of the South $\frac{1}{2}$ of the North East quarter of Section 35 township-12-Range-19 thence South-12-25/100 rods thence West 26 12/100 rods, thence North 12 25/100 rods, thence east 26 12/100 rods to the place of beginning containing 2 acres more or less

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said

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 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 Twelve hundred Dollars according to the terms of one certain Note this day executed and delivered by the said Norman H. Brown and his wife to the said part y of the second part S.R. Dall

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, 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 part y making such sale, on demand, to said Norman H. Brown heirs and assigns.

IN WITNESS WHEREOF, The said part ies of the first part have hereunto set their hand^s and seal^s the day and year first above written.

Signed, Sealed and Delivered in presence of

Norman H. Brown (SEAL)

Mima H. Brown (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 9th day of January A. D. 1914, before me, Geo. W. Kuhne a Notary Public in and for said County and State, came Norman H. Brown and Mima 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 Jan 25 1914

Geo. W. Kuhne

Notary Public.

Filed for Record the 10th day of Jan A. D. 1914, at 9:25 o'clock A.M.

Walter L. Lawrence Register of Deeds.
Geo. B. Vogel Deputy.

This mortgage is subject to the original instrument hereby presented and the same shall be subject to the same. As witness my hand this 10th day of January 1914.

Wethers National Bank
D.C. Asher, Cashier

C. R. L. L.

Recorded Nov. 6th 1914

Castelle & Northrup
Register of D.C.

For assignment see Book 57 Page 329