

## MORTGAGE RECORD NO. 55.

This Indenture, Made this 20th day of January in the year of our Lord 1916, between Adelaide Brown and Edwin Brown, husband and wife of Kansas in the County of Jackson and State of Kansas, of the first part, and The Farmers' State Savings Bank, Lawrence, Kansas of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Fifteen hundred and 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, its 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: Lot One hundred forty-seven (147), One hundred forty-nine (149), and the North one-half (1/2) of Lot One hundred fifty-one (151) all on Rhode Island Street, in the City of Lawrence,

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Adelaide Brown and Edwin Brown do hereby covenant and agree that at the delivery hereof they are 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 Fifteen hundred and 00/100 Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said Adelaide Brown and Edwin Brown to the said party 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, 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, its 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 heirs and assigns.

IN WITNESS WHEREOF, The said parties 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

Adelaide Brown (SEAL)  
Edwin Brown (SEAL)

STATE OF KANSAS,  
Douglas County } ss.

BE IT REMEMBERED, That on this 20 day of January, A. D. 1916, before me, Geo. L. Kreeck a Notary Public in and for said County and State, came Adelaide Brown and Edwin Brown, husband and 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'y 17th 1918 Geo. L. Kreeck Notary Public.

Filed for Record the 27th day of Jan'y, A. D. 1916, at 3 31 o'clock, P. M.  
Floyd L. Lawrence Register of Deeds.  
Geo. C. Hotal Deputy.

This document is returned to the original borrower(s) upon payment in full of the loan. It is hereby acknowledged and the same shall be deemed discharged. As witness my hand this 27th day of January, A. D. 1916.

Recorded Feb 24 1916

C. L. Kreeck, Notary Public

Lawrence State & Savings Bank, Lawrence, Kansas

Geo. L. Kreeck

Comp Seal

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Received July 27 1916