

## MORTGAGE RECORD NO. 55.

This Indenture, Made this 18th day of August in the year of our Lord Nineteen hundred & Eighteen, between Leona Brewer & Albert Brewer, her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and F. Harrington of the second part:

WITNESSETH, That the said part ies of the first part, in consideration of the sum of Fifty seven and 05/100 DOLLARS, to cash duly paid, the receipt of which is hereby acknowledged, ha se 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: Lot No. One (1) of the North half (1/2) of Lot No. Two (2) in Block Fourteen (14) Lane Place Addition to the City of Lawrence.

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

except a mortgage of \$1000. to Bank of Douglas & Co. Inc. of Lawrence, Mo. & \$1500. to National Bank of Mo. to Hugh Blair. This Grant is intended as a Mortgage to secure the payment of the sum of

Fifty seven and 05/100 Dollars according to the terms of One certain promissory note this day executed and delivered by the said Leona Brewer and Albert Brewer to the said part y 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 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 Leona Brewer, her heirs and assigns.

IN WITNESS WHEREOF, The said part ies of the first part ha se hereunto set their hand & seal & the day and year first above written.

Signed, Sealed and Delivered in presence of

Leona Brewer (SEAL)  
Albert Brewer (SEAL)  
(SEAL)

STATE OF KANSAS,  
Douglas Douglas } ss.

BE IT REMEMBERED, That on this 18th day of Aug A. D. 1918 before me, Henry H. Asher a Notary Public in and for said County and State, came Leona Brewer and Albert Brewer, her husband 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 Apr 2 1919 Henry H. Asher Notary Public.

Filed for Record the 2nd day of Oct A. D. 1918, at 9<sup>50</sup> o'clock A. M.  
Floyd L. Lawrence Register of Deeds.  
Geo. E. Hotel Deputy.

This mortgage is subject to the original instrument in which the same is recorded. The mortgage is not to be recorded until the original instrument is recorded.

Recorded Nov. 13 1916  
Floyd L. Lawrence  
Register of Deeds