

MORTGAGE RECORD NO. 55.

This Indenture, Made this 7th day of December in the year of our Lord nineteen hundred fifteen between Lulu K. Brown and E. H. Brown her husband of Eudora in the County of Douglas and State of Kansas, of the first part, and The Raw Valley State Bank, of Eudora, Kansas of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Six hundred twenty six and 77/100 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 parties of the second part their 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 East one third (1/3) of the South half (1/2) of the Northwest quarter (1/4) of Section Number Six (6) Township Sixteen (16) Range Twenty-one (21) containing Twenty six 3/4 hundredths (26 3/4) Acres more or less

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Lulu K. Brown and E. H. Brown, her husband 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 \$626.70 according to the terms of a certain note this day executed and delivered by the said Lulu K. Brown and E. H. Brown, her husband to the said parties 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 parties of the second part, their 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 parties making such sale, on demand, to said Lulu K. Brown and E. H. Brown, her husband, their 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 Lulu K. Brown (SEAL) E. H. Brown (SEAL)

STATE OF KANSAS Douglas County ss.

BE IT REMEMBERED, That on this 7th day of December A. D. 1915, before me, Geo. H. Lockhart a Notary Public in and for said County and State, came Lulu K. Brown and E. H. Brown, 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 Sept 25th 1919. Geo. H. Lockhart Notary Public.

Filed for Record the 13th day of Oct. A. D. 1915, at 9:40 o'clock A. M. Daryl L. Lawrence Register of Deeds. Geo. B. Nettleton Deputy.

Recorded: Nov. 26th 1915 1915 Daryl L. Lawrence Register of Deeds Geo. B. Nettleton Deputy

Copy following is endorsed on the original instrument. The same herein described having been paid in full, this mortgage is hereby released and the same thereby created discharged. A witness my hand this 7th day of December A. D. 1915.

New Valley State Bank Eudora Kan to E. H. Brown