390 MORTGAGE RECORD NO. 55. This Indenture, Made this _ Phird _____ day of _ April _____ in the year of our I and Mineteen hundred and Seventeen - between A.F. Brown and Lucy & Brown Lis wife -Douglas. _of ____ Laurence___ in the County of and State of Kansas, of the first part, and _gau-Moore Lumber 60. of the second post. WITNESSETH, That the said part sick of the first part, in consideration of the sum of One Thousand and Sixty five (\$106500)_ DOLLARS to_them_duly paid, the receipt of which is hereby acknowledged, ha Ve_sold, and by these presents do_grant, bargain, sell and mortgage to the said part_cellof the second part_their_ -heirs and assigns, forever, all that tract or parcel of land sel and mortgage to the said part . Level the second part - Miles - and as gas over all that the of parce of inn situated in the County of Douglas, and State of Kapsus, described as follows, to wit: - Lot member Leventy three (73) Block member Leventy four (24) in that part of the city of Lawrence known at (neck faurence) with all the appurtenances, and all the estate, title and interest of the said part MLR for the first part therein. And the saidbarties of the first part-- 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 \$1065.00 Dollars according to the terms of - the -certain. notes this day executed. and delivered by the said - a. & Brown and Kucy & Brown to the said part in of the second part due in one year with interest at the late of eight her Cent bevanner. Overical partice of the forst bart shall have the privatage of Baying the wille or any part of the principal second shall time topor due autinterest shall concernent 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 Recorded shall become due and pavable, and it shall be lawful for the said part iler 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 preseribed 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. 9/----making such sale, on demand, to said... - a.F. Brown his heirs and assigns. IN WITNESS WHEREOF, The said part de and the first part ha 1-02-hereunto set Their hand and seal the day and year first above written. a.F. Brown! Signed, Sealed and Delivered in presence of (SEAL) (SEAL) STATE OF KANSAS, Druglas County - day of _ april BE IT REMEMBERED, That on this A. D. 10/Z before me, A. F. Brown and, Lucy & Brown this with - to me personally known to be the same person S. who executed the foregoing instrument and duly acknowledged the execution of the same. In Witness Whereof, 1 have hereunto subscribed my name and affixed my official seal on the day and year last above written. L. H. Menger Notary Public. My Commission Expires - Deptember 16-19.20 Filed for Record the _____ April 7th day of _____ A. D. 19. 17-, at _ 200 o'clock _ P. M. Estelle Dether p_ Register of Deeds. Deputy.