

MORTGAGE RECORD NO. 55.

This Indenture, Made this 28th day of November in the year of our Lord nineteen hundred and seventeen, between Maud E. Brown and Frank H. Brown of Lawrence in the County of Douglas and State of Kansas, of the first part, and M. A. Merrill

of the second part:

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of

Sixty DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have well sold, and by these presents do grant, bargain, sell and mortgage to the said part 2d 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 eighty three

Surrounded addition to the city of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said

Maud E. Brown and Frank H. Brown 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

Sixty (\$60.00) Dollars

according to the terms of one certain note this day executed and delivered by the said Maud E. Brown and Frank H. Brown to the said part 2d of the second part payable in two years with interest at eight per cent

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 2d 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 sale, and the overplus, if any there be, shall be paid by the part 2d making such sale, on demand, to said

Maud E. Brown his heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hand s and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

Maud E. Brown (SEAL)

Frank H. Brown (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 7th day of Dec A. D. 1917, before me, Henry H. Asher a Notary Public in and for said County and State, came Maud E. Brown and Frank H. Brown her husband to me personally known to be the same person s who executed the foregoing instrument and duly acknowledged the execution of the same.

(C. S.)

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last written.

My Commission Expires Apr. 2 1919 Henry H. Asher Notary Public.

Filed for Record the 13 day of February A. D. 1918, at 5:30 o'clock P.M.

Estelle Northrup Register of Deeds.

Frank H. Brown Deputy.

This mortgage is subject to the original mortgage. The same has been described having been paid in full, this mortgage is hereby released and the same is hereby cancelled. As witness my hand this 28th day of November, A. D. 1917.

M. A. Merrill

Recorded Jan 29th 1921
Estelle Northrup
Register of Deeds

Recorded Jan 28th 1922