

MORTGAGE RECORD NO. 58

This Indenture, Made this 2nd day of July in the year of our Lord 1919, between W.P. Brooks and his wife, Millicent E. Brooks of Lawrence in the County of Douglas and State of Kansas, of the first part, and

The Douglas County Building and Loan Association of the second part:

WITNESSETH That the said part us of the first part, in consideration of the sum of Three Hundred and no/100 DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, have se sold, and by these presents do grant, bargain, sell and mortgage to the said part of 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 No. Nine (9) in Block No. Seventeen (17), in Lane Place Addition to the City of Lawrence

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

W.P. Brooks and his wife Millicent E. Brooks 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 prior mortgage of \$2000.00 to the Douglas County Building and Loan Association

This Grant is intended as a Mortgage to secure the payment of the sum of Three Hundred and no/100 dollars,

according to the terms of one certain note this day executed

and delivered by the said parties of the first part to the said part of 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 of 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 sale, 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 of making such sale, on demand, to said parties of the first part, their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

W.P. Brooks (SEAL)
Millicent E. Brooks (SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 2nd day of July A. D. 1919, before me,

John C. Emick a Notary Public in and for said County and State, came W.P. Brooks and his wife Millicent E. Brooks

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 January 13, 1920.

John C. Emick Notary Public.

Filed for Record the 3rd day of July A. D. 1919 at 10:35 o'clock a.M.

Estelle Forthrup Register of Deeds
Deputy.

This mortgage is subject to the original mortgage.
Wherefore herein described is not been paid in full, this mortgage is hereby released and the same hereby is discharged. As witness my hand this 2nd day of July A. D. 1919.
The Douglas County Building and Loan Association
By John C. Emick Secretary

(Comp Seal)

Recorded Jan 7th 1921
Estelle Forthrup
Register of Deeds

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