

MORTGAGE RECORD NO. 58

This Indenture, Made this 14th day of June in the year of our Lord nineteen hundred and nineteen between Charles M. Brown and Ada Brown, husband and wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and The Farmers State Savings Bank of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of One thousand and no/100 (\$1,000.00) 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 party of the second part its successors, 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:

Beginning at a point five chains East of the West side, and ten chains north of the South side of the Southeast quarter of Section Six (6), Township Thirteen (13) Range Twenty (20); thence East Four chains and Fifty Links; thence North Ten chains to North line of South half of said quarter section; thence South ten chains to place of beginning, containing 4 1/2 acres

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Charles M. Brown and Ada Brown do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances of any nature whatsoever.

This Grant is intended as a Mortgage to secure the payment of the sum of One thousand and no/100 0000 Dollars according to the terms of one certain promissory note this day executed and delivered by the said Charles M. Brown and Ada Brown to the said party 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 party of the second part, 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 party making such sale, on demand, to said 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 the presence of Charles M. Brown (SEAL) Ada Brown (SEAL)

STATE OF KANSAS, Douglas County ss.

BE IT REMEMBERED, That on this 2nd day of September A. D. 1919, before me, Emma Christensen a Notary Public in and for said County and State, came Charles M. Brown and Ada Brown, his wife to me personally known to be the same persons 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 March 30 1921 Emma Christensen Notary Public

Filed for Record the 3 day of Sept A. D. 1919, at 11:30 o'clock A.M. Etella Northrup Register of Deeds James E. Hays Deputy.

For Release see Book 62 Page 38