

MORTGAGE RECORD NO. 58

This Indenture, Made this 20th day of October in the year of our Lord nineteen hundred nineteen between Jake Brown and his wife, Dora Brown of Douglas 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 iss of the first part, in consideration of the sum of Five Hundred and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have ss sold, and by these presents do ss grant, bargain, sell and mortgage to the said party 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 One hundred and four (104) on Ohio Street in the City of Lawrence, in Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Jake Brown and his wife, Dora 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.

This Grant is intended as a Mortgage to secure the payment of the sum of \$500.00 according to the terms of one certain note this day executed and delivered by the said Jake Brown and his wife, Dora 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 payments 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, 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 party ss making such sale, on demand, to said parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have ss hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the presence of

Jake Brown (SEAL)
Dora Brown (SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 20 day of October A. D. 1919, before me, John L. Emick a Notary Public in and for said County and State, came Jake Brown and his wife, Dora Brown to me personally known to be the same person ss 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 L. Emick

Notary Public.

Filed for Record the 20 day of October A. D. 1919, at 3:15 o'clock P.M.

Estelle Northrup Register of Deeds

Ferne Glaser Deputy.

This mortgage is subject to the first mortgage of record in the County of Douglas, State of Kansas, to wit: The Douglas County Building and Loan Association of John L. Emick Secretary.

Recorded Dec 20 19 20
Estelle Northrup
Register of Deeds