

MORTGAGE RECORD NO. 58

This Indenture, Made this 25 day of November in the year of our Lord nineteen hundred and nineteen between R. H. Brown and Lona Brown, his wife of Douglas in the County of The Lawrence National Bank of Lawrence, Kansas of the second part:

WITNESSETH That the said party of the first part, in consideration of the sum of One thousand 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:
All of the South one-half (1/2) of the North one-half (1/2) of Lot Number six (6) in the Southwest Quarter 1/4 of Section Number Nineteen (19) Township Number Twelve (12) of Range Number Twenty (20) 1st
Right of Way of the Union Pacific Railroad Company, containing by measurement 5.89 Acres, more or less.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said first parties 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 One thousand Dollars according to the terms of one certain note this day executed and delivered by the said The Lawrence National Bank 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 successors, 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 of the second part making such sale, on demand, to said first part heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

R. H. Brown (SEAL)

Mrs Lona Brown (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 25 day of November A.D. 1919, before me, Geo. C. Kuhnel a Notary Public in and for said County and State, came R. H. Brown and Lona Brown, his wife

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 Jan 25 1920

Geo. C. Kuhnel Notary Public.

Filed for Record the 28 day of November A. D. 1919, at 5:42 o'clock A.M.

Edith W. Kitchin Register of Deeds

James H. Ford Deputy.

The mortgage is returned on the original instrument. The mortgage is returned on the original instrument. The mortgage is returned on the original instrument.

Recorded - Aug 29 1921

Certified to the Register

Register of Deeds

(Copy Seal)

By Geo. C. Kuhnel, Notary

The following is endorsed on the original instrument

Recorded - April 4 1921