

## MORTGAGE RECORD—59.

Reg. No. 1261  
Fee Paid \$2.00

This Indenture, Made this 20th day of November in the year of our Lord one thousand nine hundred twenty five, between Jake Brown and Betty Brown, his wife of Laurence in the County of Douglas and State of Kansas, of the first part, and

W. A. Simon

of the second part:

Witnesseth, That the said part ies of the first part, in consideration of the sum ofEight Hundred & 00/100

DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, he we sold, and by these presents do we grant, bargain, sell and mortgage to the said part y 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 numbered One hundred Four (104) on Ohio Street in the City of Lawrence

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

Parties of the first part

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, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Eight Hundred & 00/100 DOLLARS,

according to the terms of one certain promissory note this day executed by said

Parties of the first part

to the said part y of the second part; said note being given for the sum of

Eight Hundred & 00/100

DOLLARS,

dated November 26th 1925, due and payable in five year s from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of

one thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said part ies of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee, in the sum of Not less than Twelve Hundred dollars against fire & smoke DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the parties ies of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall, from the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof or interest thereon or the taxes assessed on said premises or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part y of the second part, and all sums paid by the part y of the second part for insurance, shall be due and payable or not, at the option of the part y of the second part; and it shall be lawful for the part y of the second part, his executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the part y of the second part, his executors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the over-plus, if any there be, shall be paid by the part y making such sale, on demand, to the said first parties, or their heirs and assigns.

In Testimony Whereof, The said part ies of the first part ha ve hereunto set their hand and seal the day and year last above written.

Signed, sealed and delivered in presence of

Jake Brown

(SEAL)

Betty Brown

(SEAL)

STATE OF KANSAS,

Douglas County,

Do it Remembered, That on this 21st day of November A. D. 1925, before me, the undersigned a Notary Public in and for said County and State, came Jake Brown & Betty Brown, his wife

J. S.

to me personally known to be the same person s who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

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

My Commission expires September 15th 1926E. J. Hickey

Notary Public.

This instrument was filed for record on the 23rd day of Nov.A. D. 1925 at 11:00 o'clock 9 A. M.J. E. Wellman

Register of Deeds.

By Deputy

The following is endorsed on the original instrument:  
The note herein described having been paid in full, this mortgage is hereby released

and the lien thereby created discharged.  
As witness my hand this 26 day of October A. D. 1925

Attest:

W. A. Simon

Recorded October 26 1925  
J. Carroll A. Best  
Register of Deeds

To Extension See Vol. 77 Page 461

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Notary Public.

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Deputy.