

MORTGAGE RECORD-59.

Reg. No. 1752  
Fee Paid 10.00

Attest:  
Clerk of the District Court of Douglas  
County, Kansas, do hereby certify that a mortgage was made by and for Ada Brown and Charles M. Brown, her husband, in favor of Mrs. Augusta Schaeke, a widow, on this 25th day of May, 1926, and that the same was duly recorded in the public records of said County, Kansas, in Book 133, page 15.

ATTEST:  
Elinor Combs  
Register of Deeds

This Indenture, Made this fifteenth day of May in the year of our Lord one thousand nine hundred twenty-six  
Ada Brown and Charles M. Brown, her husband  
of Douglas in the County of Douglas and State of Kansas, of the first part, and  
Mrs. Augusta Schaeke, a widow of the second part:

Witnesseth, That the said part ies of the first part, in consideration of the sum of Four Thousand (\$4,000.00) and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have ve sold, and by these presents do 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: The Southwest Quarter (4) of Section Twelve (12), Township Thirteen (13), Range Eighteen (18)

with the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said Ada Brown and Charles M. Brown, her husband do hereby covenant and agree that at the delivery hereof they 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, 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 Four Thousand (\$4,000.00) and no/100 DOLLARS, according to the terms of one certain promissory note, this day executed by said Ada Brown and Charles M. Brown, her husband

to the said part y of the second part; said note being given for the sum of Four Thousand (\$4,000.00) and no/100 DOLLARS, dated May 15 1926, due and payable in five years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of 120 Dollars each, 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 — 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 part 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 their heirs and assigns.

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

Signed, sealed and delivered in presence of  
Ada Brown (SEAL)  
Charles M. Brown (SEAL)

STATE OF KANSAS,  
Douglas County, } ss.  
Be It Remembered, That on this 25 day of May A. D. 1926, before me,  
E. F. Huddleston, a Notary Public in and for said County and State, came  
Ada Brown and Charles M. Brown  
her husband

to me personally known to be the same person who executed the foregoing instrument of writing, 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 May 21 1927. E. F. Huddleston Notary Public.  
This instrument was filed for record on the 25 day of May A. D. 1926 at 10.00 o'clock A.M.  
Lois E. Wellman Register of Deeds.  
By — Deputy.