

MORTGAGE RECORD NO. 60

This Indenture, made this 16th day of May in the year of our Lord 1921, between Lulu H. Brown and E. H. Brown her husband of Douglas and State of Kansas, of the first part, and George Herman, Herbert Bullman and George Blackman, partners, doing business as Smith's Bulletin & Blackman of the second part:

WITNESSETH That the said part ies of the first part, in consideration of the sum of Eight hundred and forty-eight dollars and 77/100 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 part ies of the second part their 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 East one third of the South one half (1/2) of the South West quarter (1/4) of Section 15, (16) Township Thirteen (13) Range Twenty-one (21), in Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part. 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 except mortgage of \$100.00 in favor of Lulu H. Brown and E. H. Brown, dated May 20, 1920, and mortgage of M. & E. Brown, Department Store Co. dated May 6, 1921, for one mortgage for \$500. This Grant is intended as a Mortgage to secure the payment of the sum of \$848.27 Dollars according to the terms of the above certain note this day executed and delivered by the said Lulu H. Brown, E. H. Brown her husband to the said part ies of the second part

and this conveyances 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 part ies of the second part, their 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 part ies making such sale, on demand, to said parties of the first part heirs and assigns.

IN WITNESS WHEREOF, The said part ies 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

Lulu H. Brown (SEAL)

E. H. Brown (SEAL)

(SEAL)

STATE OF Kansas

Douglas County ss.

BE IT REMEMBERED, That on this 16 day of May A. D. 1921, before me,

Myrtle McConnell

a Notary Public in and for said County and State, came

Lulu H. Brown and E. H. Brown her husband

to me personally known to be

the same person who executed the foregoing instrument, and duly acknowledged 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. 23, 1923

Myrtle McConnell

Notary Public.

Filed for Record the 18 day of June, A. D. 1921, at 10:50 o'clock A. M.

Estelle Northrup

Register of Deeds

Deputy.

This document is subject to the official seal of the State of Kansas. The same is hereby acknowledged and the same is hereby acknowledged. At witness my hand this 18th day of August, A. D. 1921.

Recorded Aug 10th 1921

Lulu H. Brown & E. H. Brown