

MORTGAGE RECORD NO. 60

This Indenture, Made this 26th day of July in the year of our Lord one thousand and twenty one, between Alice C. Brown and Louis Brown her husband of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and Haugh Blair of the second part:

WITNESSETH That the said part 1st of the first part, in consideration of the sum of Seven Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has 24th sold, and by these presents do grant, bargain, sell and mortgage to the said part 2^d 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 Nos. 159 + 160 in Subdivision of South-west part of Addition No. 14 that part of the City of Lawrence Kansas North Lawrence said County and State, lying on the south side of Perry Street.

The mortgagors agree to keep the buildings on premises insured against fire, lightning, and wind damage to the extent of their reasonable value, some company approved of by this mortgagee with mortgage clause attached in writing to pay this said mortgagee or assigns in interest may choose, and failing to do so holder of mortgage may have same insured and the cost so doing added to the mortgage.

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 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 Seven Hundred Dollars according to the terms of note certain note this day executed and delivered by the said parties of the first part to the said part 2^d of the second part which they were after date with interest thereon according to the terms of said note and coupons thereto attached.

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 part 2^d of the second part, his 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 sales, and the overplus, if any there be, shall be paid by the part 2^d making such sale, on demand, to said parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part has 24th hereunto set their hand and seal on the day and year first above written.

Signed, Sealed and Delivered in the presence of

Jennie Platt

Alice C. Brown

Louis Brown

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

Douglas County

} ss.

BE IT REMEMBERED, That on this 26th day of July A. D. 1921, before me,

Jennie Platt

Alice C. Brown and Louis Brown her husband

known to me personally known to be the same person acting 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 20th March 1924

Jennie Platt

Notary Public.

Filed for Record the 2nd day of August A. D. 1921, at 2nd o'clock P.M.

Esther D. Wicks

Register of Deeds

Frank Clark

Deputy.