

MORTGAGE RECORD NO. 60

This Indenture, Made this 15th day of March in the year of our Lord one thousand and twenty three between Ada Brown and C. M. Brown her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and Anna M. Woods of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Fifteen Hundred 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 her 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 Fifteen - three 153 Connecticut Street in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties 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 Fifteen hundred dollars according to the terms of two certain notes this day executed.

and delivered by the said parties of the first part to the said party of the second part \$500.00 due March 15 1924 and \$1000.00 due on or before March 15 1926 with 6% annual interest from date until due and 8% interest after due. and this conveyance 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 party of the second part her 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 party of the first part first parties making such sale, on demand, to said her heirs and assigns.

IN WITNESS WHEREOF, The said parties 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

Ada Brown (SEAL)
C. M. Brown (SEAL)

STATE OF Kansas

Douglas County

BE IT REMEMBERED, That on this 19th day of March A. D. 1923, before me, the undersigned a Notary Public in and for said County and State, came Ada Brown and C. M. Brown her husband to me personally known to be the same persons 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 first above written.

My Commission Expires September 15th 1926

Filed for Record this 29th day of March A. D. 1923 at 8:55 o'clock A. M.
E. J. Hilkey Notary Public
John E. Mellman Register of Deeds
Deputy.

ATTEST
I, Alfred A. Cook
Recorder of Deeds

I, JOHN CALLAHAN, Clerk of the Superior Court of Douglas County, Kansas, do hereby certify that a duplicate of the foregoing instrument of the mortgage herein recorded was made by me and filed in my office on this 7th day of March 1923, and that the same is duly recorded in formal 93 at Lawrence, Kansas.
Witness my hand this 30th day of January 1923.
John C. Callahan Clerk of the Superior Court.
Deputy.