

MORTGAGE RECORD NO. 60

This Indenture, Made this 23rd day of August in the year of our Lord one thousand and ninety three between C. M. Brown and Ada Brown his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and W. A. McNeish of the second part:

WITNESSETH That the said part ies 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 se 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: Commencing at the Southeast corner of the Southeast Quarter of Section 2, Township 14, Range 19; thence North to a point 23.30 chains south of the Northeast corner of said Quarter Section; thence West 20.45 chains; thence South 6.80 chains; thence East 5 chains; thence South 40 rods; thence East 6.80 rods to place of beginning, containing 30 acres more or less.

with all 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 s of the premises, above granted, and seized of a good and indefensible 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 one certain note this day executed and delivered by the said parties of the first part to the said part y of the second part due and payable only on the first one year from date with 7% interest from date until paid. 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 y 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 y making such sale, on demand, to said parties of the first part their 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 C. M. Brown (SEAL) Ada Brown (SEAL)

STATE OF Kansas } ss. Douglas County

BE IT REMEMBERED, That on this 23 day of August A. D. 1993, before me, the undersigned a Notary Public in and for said County and State, came C. M. Brown and Ada Brown his wife 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 September 15th 1906 E. J. Hilkey Notary Public

Filed for Record the 23rd day of August A. D. 1993 at 300 o'clock P. M. W. B. McMan Register of Deeds 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 is extinguished.

At witness my hand this 30th day of January A. D. 1922  
W. A. McNeish  
Attest:

Recorded January 31st 1922

Clara C. Armstrong  
Register of Deeds