

MORTGAGE RECORD NO. 63

425

Reg. No. 1134
Fee Paid 2.25

This Indenture, Made this 1st day of August in the year of our Lord nineteen hundred twenty-five, between Ralph K. Brass and Mrs. Brass his wife, of Douglas of Lawrence in the County of Douglas and State of Kansas, of the first part, and

W. H. Pieratt

of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of nine hundred twenty-six & 12/100 (\$926.12) 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 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: Block Two (2), Lot Thirty-five (35), Babcock Place, an addition to the City of Lawrence, Kansas

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 owner 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 nine hundred twenty-six & 12/100 according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said party of the second part

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 party 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 party making such sale, on demand, to said heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the presence of

Ralph K. Brass (SEAL)
Mrs. Brass (SEAL)

STATE OF Kansas
Douglas County ss.

BE IT REMEMBERED, That on this 15th day of August A. D. 1925, before me, the undersigned a Notary Public in and for said County and State, came Ralph K. Brass and Mrs. Brass, his wife to me personally known to be

L. S.

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 Dec 29 1925 Bernice E. Jones Notary Public.

Filed for Record the 30 day of Sept A. D. 1925, at 24 o'clock P. M.

Leo E. Wellman Register of Deeds.
Deputy.

The following is endorsed on the original instrument:
This note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.
As witness my hand this 18th day of July A. D. 1925
Leo E. Wellman Register of Deeds
W. H. Pieratt