

hundred (\$2500.00) dollars according to the terms of a certain mortgage note, or bond this day executed by the said parties of the first part and payable on the 18th day of April 1931 to the order of said second part it is provided in said note that \$100.00 or any multiple thereof may be paid at any interest paying period. And this conveyance shall be void if such payment be made as is herein specified, but if default be made in such payment, or any part thereof or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance in not kept up thereon as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable at the option of the holder hereof; and it shall be lawful for the said party of the second part his executors, administrators and assigns at any time thereafter, to take possession of the said premises and all the improvements thereon, and receive the rents, issues and profits thereof, and to sell the premises hereby granted or any part thereof in the manner prescribed by law, and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest together with the costs and charges of making such sale, and the overplus if any there be, shall be paid by the party making such sale, on demand to the said first parties or their heirs and assigns.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year last above written.

Margaret Maclean Stratton. (SEAL)  
George W. Stratton (SEAL)

witnesses:

State of Kansas )  
County of Douglas )ss

Be it remembered, That on this 17th day of April, A.D. 1928 before me a Notary Public in and for said county and state came Margaret Maclean Stratton and George W. Stratton her husband to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the 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.

Richard B. Stevens  
Notary Public

LS

My commission expires on the 18th day of Feb, 1930.

MORTGAGE

State of Kansas, Douglas County, ss;  
This instrument filed April 13th, 1928  
at 8:30 A.M.

From Gus Brune et ux  
To Wesley E. Brune, Trustee,

Dea. C. Williams  
Register of Deeds.

THIS INDENTURE, Made this 9th day of April, 1926, between Gus Brune and Doris Brune, husband and wife, of Lawrence, in the County of Douglas and State of Kansas, of the first part, and Wesley E. Brune, Trustee, of the second part,

Witnesseth, That the said parties of the first part, in consideration of the sum of Seventeen Thousand Two Hundred Twenty Dollars and sixty-five cents (\$17,220.65) 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:

The North 160 A. of a tract of land described as: All that part of the east half of Section 3, Township 12, Range 19, described as commencing at the northeast corner of said Section 3, thence west 1830 ft., thence South 12° east 500 ft., thence south 28° 8' east 900 ft., thence south 29° 30' east 531 ft., thence south 21° east 400 ft., thence south 3° east 650 ft., thence south 3° east 330 ft., thence south 23° east 400 ft., thence south 5° 20' west 400 ft., thence south 3° 10' east 100 ft., to a point 80 rods south of the north line of the southeast quarter of said Section 3, thence west to a point 120 rods west of the east line of said Section 3, thence south to the south line of said section 3, thence east on the south line of said section 3, to the southeast corner of section 3, thence north to the place of beginning.

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, free and clear of all incumbrances, this grant is intended as a mortgage to secure the payment of the sum of Seventeen Thousand Two Hundred Twenty Dollars and sixty-five cents (\$17,220.65) according to the terms of a 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 sale 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 parties making such sale, on demand, to said parties of the first part their 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 presence of

Gus Brune  
Doris Brune

State of Kansas )  
County of Douglas )ss

Be It Remembered that on this 9 day of April, A.D. 1926, before me the undersigned a Notary Public in and for said County and State, came Gus Brune and Doris Brune, husband and wife, to me personally known to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the 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.

L.S. My Commission expires July 5-1929.

C. C. Stewart  
Notary Public.

The following is endorsed on the original instrument.

(See 10, #2305)  
Reg. # 1641  
Fee \$45.00

Wesley E. Brune, Trustee, of the second part, do hereby acknowledge the payment of the debt secured hereby, and discharge the mortgage to the said party of the first part, Gus Brune and Doris Brune, husband and wife, of Lawrence, in the County of Douglas and State of Kansas, of the first part, and Wesley E. Brune, Trustee, of the second part, this 9th day of April, 1926, before me a Notary Public in and for said County and State, came Gus Brune and Doris Brune, husband and wife, to me personally known to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

This Release was written on the original mortgage entered this 13th day of April, 1928, at Lawrence, Kansas.  
C. C. Stewart  
Notary Public.  
My Commission expires July 5-1929.