

MORTGAGE RECORD 74

Reg. No. 3133
Fee Paid, \$.50

FROM

Charles H. Brown

TO

Mrs. A. L. Hutson

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 13 day of
Jan. A. D. 1928 at 2:45 P.M.G. E. Wellman

Register of Deeds.

By _____ Deputy.

THIS INDENTURE, Made this eleventh day of January, in the year of our Lord, one thousand nine
hundred and twenty eight between
Chas. H. Brown a widowerof Lawrence in the County of Douglas and State of Kansas
part Y of the first part, andMrs. A. L. Hutsonpart Y of the second part.WITNESSETH, That the said part Y of the first part, in consideration of the sum of _____ DOLLARS, to him _____ duly paid, the receipt of
which is hereby acknowledged, has been sold, and by this indenture do grant Bargain, Sell and Mortgage to the said part Y of the second part,
the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Beginning at a point two hundred (200) feet west of the south west
corner of Walnut and Maine, (now 7th Street) thence south one hundred
thirty five (135) feet thence west Fifty (50) feet thence north one
hundred thirty five (135) feet thence east fifty (50) feet to
place of beginning; also beginning at the north west corner of the east
half of Block Seventeen (17) in that part of the city of Lawrence
known as North Lawrence, thence east fifty (50) feet thence south one
hundred thirty five (135) feet thence west fifty (50) feet thence north
one hundred thirty five (135) feet thence east fifty (50) feet to place
of beginning, all in the city of Lawrence, Kansas.

with the appurtenances and all the estate, title and interest of the said part Y of the first part therein.And the said part Y of the first part do hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and
seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance

and that they will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the part Y of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or
assessed against said real estate when the same become due and payable, and that he will keep the buildings upon said real estate insured against fire and tornado in such sum
and by such insurance company as shall be specified and directed by the part of the second part, the loss, if any, made payable to the part Y of the second part to the extent of
her interest. And in the event that said part Y of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as
herein provided, then the part Y of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness secured by this
indenture, and shall bear interest at the rate of 10% from the date of payment until fully paid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of _____

Two hundred fifty _____ DOLLARS,
according to the terms of one certain written obligation for the payment of said sum of money, executed on the 11th day of January 19 28
and by its terms made payable to the part Y of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or
sums of money advanced by the said part Y of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said
part Y of the first part shall fail to pay the same as provided in this indenture.And this conveyance shall be void if each payment be made as herein provided, and the obligation contained therein fully discharged. If default be made in such payments or any
part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable, or if the insurance is not kept
up, as provided herein, or if the buildings on said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become
absolute, and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately
mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said part Y of the second part to take possession of the premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents
and benefits accruing thereon; 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 incident thereto, and the surplus, if any there be, shall be paid by the part Y making such sale, on
demand, to the first part Y.It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend
and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.IN WITNESS WHEREOF, The part Y of the first part has hereunto set his hand and seal _____ the day and year last
above written.Chas. H. Brown (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KansasCOUNTY OF Douglas } ss.BE IT REMEMBERED, That on this 11th day of January A. D. 1928, before me, a
Notary Public _____ in the aforesaid County and State, cameChas. H. Brown a widower

L. S.

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.My commission expires on the 13th day of Oct. 19 28L. C. Stevenson Notary Public.

RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of
Deeds to enter the discharge of this mortgage of record. Dated this 13 day of March 1929.Mrs. A. L. Hutson

Mortgagee. Owner.

This Release
was written
on the original
Mortgage
entered
this 14th day
of March
1929
at Lawrence
Kans.

Rep. of Deeds.

Corrobor.