

MORTGAGE RECORD 76

Reg. No. 1383
Fee Paid, \$ 1.25

WILLING TO TOPPER 8249

FROM

E. L. Brown and wife
TO
Lawrence Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 3 day of
June A. D. 1931, at 3:40 o'clock P. M.
E. L. Brown Register of Deeds.
By _____ Deputy.

THIS INDENTURE, Made this Twenty-ninth day of May _____, in the year of our Lord, one thousand nine hundred and thirty-one between
E. L. Brown and Belle Brown, his wife

of Perry in the County of Jefferson and State of Kansas
part _____ of the first part, and The Lawrence Building and Loan Association part Y of the second part.

WITNESSETH, That the said part ies of the first part, in consideration of the sum of
Five Hundred and no/100 DOLLARS, to _____ them duly paid, the receipt of which is hereby acknowledged, has ye 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:

The North Twenty (20) acres of the Northeast Quarter (4)
of the Southeast Quarter (4) of Section Thirty-three (33)
Township Fourteen (14) Range Twenty (20)

with the appurtenances and all the estate, title and interest of the said part ies of the first part therein.
And the said part ies 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 mind of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances
and that they will warrant and defend the same against all parties making lawful claim thereon.
It is agreed between the parties hereto that the part ies 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 they 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 Y of the second part, the loss, if any, made payable to the part Y of the second part to the extent of its interest. And in the event that said part ies 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 repaid.
THIS GRANT is intended as a mortgage to secure the payment of the sum of
Five Hundred and no/100 DOLLARS.
according to the terms of one certain written obligation _____ for the payment of said sum of money, executed on the 29th day of May 19 31
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 ies of the first part shall fail to pay the same as provided in this indenture
And the conveyance shall be void if such payment be made as herein specified, 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 mortgage 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 _____ making such sale, on 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 _____ making such sale, on demand, to the first part ies.
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 ies of the first part has ye herunto set _____ hand and seal _____ the day and year last above written.
E. L. Brown (SEAL)
Belle Brown (SEAL)
(SEAL)
(SEAL)

STATE OF Kansas }
COUNTY OF Douglas }

BE IT REMEMBERED, That on this 29th day of May A. D. 1931, before me, a
Notary Public _____ in the aforesaid County and State, came E. L. Brown and Belle Brown his wife

Legal Seal 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 herunto subscribed my name, and affixed my official seal on the day and year last above written.
My commission expires on the 18th day of May 19 32
I. 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 _____ day of Oct 28, 1936.
J. C. Stevenson Secy Lawrence Building and Loan Assn Mortgage. Owner: Burge & Torker Pres

This Release was written on the original mortgage and signed by _____ day of _____ 1936
Melba Rich Reg. of Deeds
Frederick Kahn Deputy