

## MORTGAGE RECORD 82

Receiving No. 295

The World Co., Lawrence, Kansas

Reg. No. 60  
Fee Paid .25

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 23 day of  
March A. D. 1935, At 4 20 P. M.Charles H. Brown  
TO

L. H. Menger

By

Deputy.

THIS INDENTURE, Made this 30 day of August in the year of our Lord nineteen hundred  
and thirty four between Charles H. Brown a single manof Lawrence in the County of Douglas and State of Kansas  
of the first part, and L. H. Menger

of the second part.

WITNESSETH, That the said party of the first part, in consideration of the sum of

Fifty five DOLLARS

to him duly paid, the receipt of which is hereby acknowledged, he 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:

Lot number One hundred and fifty eight (158) New Jersey Street in the city of Lawrence

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said  
Charles H. Browndo hereby covenant and agree that at the delivery hereof he 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 except unpaid taxes.

This grant is intended as a mortgage to secure the payment of the sum of Fifty Five

Dollars, according to the terms of

one certain note this day executed and delivered by the said

Charles H. Brown

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 con-  
veyance 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 surplus, if any there be, shall be paid by the party making such sale, on demand, to said  
party of the second part his heirs and assignsIN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year  
first above written.

Signed, sealed and delivered in presence of

Charles H. Brown (SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas ss.

BE IT REMEMBERED, That on this 30 day of Aug.

A. D. 1934 before me Leta F. Kennedy

a Notary Public in and for said County and State,

came Charles H. Brown

(SEAL) to me personally known to be the same person 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.

My Commission expires Jan. 18 1936

Leta F. Kennedy Notary Public.

## RELEASE

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged.

As Witness my hand, this day of A. D. 19

Attest: