

Receiving No. 929

MORTGAGE RECORD 82

Reg. No. 201
Fee Paid \$2.50

The World Co., Lawrence, Kansas

FROM	STATE OF KANSAS, DOUGLAS COUNTY, ss.
Fred M. Brown and wife (Nell M.)	This instrument was filed for record on the <u>6</u> day of
TO	August A. D. 1935, at 2:45 P. M.
George Wise.	<i>Harold A. Beck</i> Register of Deeds.
	By Deputy.

THIS INDENTURE, Made this 6th day of August in the year of our Lord nineteen hundred Thirty five between Fred M. Brown and Nell M. Brown, husband and wife.

of Lawrence in the County of Douglas and State of Kansas.
of the first part, and George Wise

WITNESSETH, That the said parties of the first part, in consideration of the sum of _____ of the second part.

One Thousand and no/100 DOLLARS
to them duly paid, the receipt of which is hereby acknowledged, ha. no sold and by these presents do grant, bargain, sell and Mortgage to the said party Y 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:

Beginning Twenty (20) Chains East of the Northwest corner of Section Five (5), Township Thirteen (13) Range Twenty (20), thence running South Nineteen and 55/100 (19.55) chains, thence West Four and 55/100 (4.55) chains, thence North Nineteen and 55/100 (19.55) chains, thence East Four and 55/100 (4.55) chains to place of beginning, all of said tract being in the Northwest Quarter (N.W. 1/4) of Section Five (5), Township Thirteen (13) Range Twenty (20) and containing Eight and 91/100 acres more or less, in Douglas County, 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 One Thousand and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said _____ 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 Y 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 party Y 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 ha. no hereunto set their hand and seals the day and year first above written.

Signed, sealed and delivered in presence of

Fred M. Brown (SEAL)

Nell M. Brown (SEAL)

STATE OF KANSAS, ss. BE IT REMEMBERED, That on this 6th day of August A. D. 1935 before me Pearl Enick a Notary Public in and for said County and State, came Fred M. Brown and Nell M. Brown his wife to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.
(SEAL) 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. 31 1936 Pearl Enick 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 11th day of January A. D. 1940

George Wise

This Release was written on the original Mortgage, entered this 11th day of January 1940.

Harold A. Beck
Reg. of Deeds.