

Receiving No. 2177

MORTGAGE RECORD 82

Reg. No. 565
Fee Paid \$2.25

The World Co., Lawrence, Kansas

FROM

Myrlyn Hamilton Brown Harry A. Brown
TO

H. B. Schneider

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 7 day of

April A. D. 1936 At 4:15 P. M.

Ward A. Beck
Register of Deeds.
Deputy.

THIS INDENTURE, Made this 4th day of April in the year of our Lord nineteen hundred Thirty-Six between Myrlyn Hamilton-Brown & Harry A. Brown, her husband

of Lawrence in the County of Douglas and State of Kansas
of the first part, and H. B. Schneider

of the second part.

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

Nine Hundred Eighteen and No/100 ----- DOLLARS

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:

All of lot number Sixty-Four (64) New Jersey Street, in the City of Lawrence, Kansas, according to the survey map and plat of said city.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Myrlyn Hamilton Brown & Harry A. Brown 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 Nine Hundred Eighteen and No/100 Dollars, according to the terms of one certain note this day executed and delivered by the said Myrlyn Hamilton Brown & Harry A. 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 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 party 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 seal the day and year first above written.

Signed, sealed and delivered in presence of

Mrs. Myrlyn Hamilton-Brown (SEAL)
Harry A. Brown (SEAL)

STATE OF KANSAS,

Douglas County ss. BE IT REMEMBERED, That on this 4th day of April A. D. 1936 before me Earl M. Kreider a Notary Public in and for said County and State, came Myrlyn Hamilton Brown and Harry A. 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 November 10 1939 Earl M. Kreider 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 1 day of June A. D. 1936

Attest: *Karl M. Kreider* *H. B. Schneider*This Release was written on the original Mortgage 1 entered this 11th day of June 1936
Ward A. Beck
Reg. of Deeds.
Deputy