

Receiving No. 15492

MORTGAGE RECORD 87

Reg. No. 3111  
Fee Paid \$7.50

The World Co., Lawrence, Kansas

FROM  
  
TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.  
This instrument was filed for record on the 27 day of  
August A.D., 1942, At 2:55: P. M.  
*Harold A. Beck*  
Register of Deeds.  
By Deputy.

THIS INDENTURE, Made this 27th day of August in the year of our Lord nineteen hundred  
forty-two between  
Eugene Brune and Iole Brune, his wife,  
of Lawrence in the County of Douglas and State of Kansas  
of the first part, and Charline Fitzpatrick  
of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of  
Three Thousand and No/100 (\$3,000.00) 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 her 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 at the Northeast corner of Lot Numbered Twelve (12) Block Four (4) of  
Babcock's Addition to the City of Lawrence; thence North 60 feet along the West line  
of Tennessee Street; thence West 102 feet; thence South 17.2 feet; thence West  
33.5 feet; thence South 42.8 feet; thence East 135.5 feet to point of beginning,  
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  
Eugene Brune and Iole Brune  
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  
Three Thousand and No/100 (\$3,000.00) Dollars, according to the terms of  
one certain note this day executed and delivered by the said  
Eugene Brune and Iole Brune  
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 her 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, to-  
gether 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 Eugene Brune and Iole Brune their heirs and assigns

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and  
year first above written.  
Signed, sealed and delivered in presence of Eugene Brune (SEAL)  
Iole Brune (SEAL)

STATE OF KANSAS, } ss.  
County of Douglas } BE IT REMEMBERED, That on this 27th day of August  
A.D. 1942 before me the undersigned a Notary Public in and for said County and State,  
came Eugene Brune and Iole Brune  
to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowl-  
edged the execution of the same.  
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the day and year  
(SEAL) last above written.  
My Commission expires July 25 19 43 John W Brand 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 3rd day of March A.D. 1944  
Attest: Charline Fitzpatrick

This Release  
was written  
on the original  
Mortgage -  
entered  
day  
of March  
1944  
Harold A. Beck  
Reg. of Deeds