

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
 By Harold A. Beck Register of Deeds.
 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
 last above written.
 (SEAL) 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