

Receiving No. 19821

## MORTGAGE RECORD 87

Reg. No. 3616  
Fee Paid \$5.00

The World Co., Lawrence, Kansas

FROM  
Fred M. Brown & wife  
TO  
Jennie Watt

STATE OF KANSAS, DOUGLAS COUNTY, ss.  
This instrument was filed for record on the 24 day of  
December A.D. 1943, At 3:00 P. M.  
Harold H. Beck  
Register of Deeds.  
By \_\_\_\_\_ Deputy.

THIS INDENTURE, Made this 24th day of December in the year of our Lord nineteen hundred and Forty-three between Fred M. Brown and Nell M. Brown, his wife, of the City

of Lawrence in the County of Douglas and State of Kansas  
of the first part, and Jennie Watt of same place

of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Two Thousand 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 20 chains East of the North West corner of Section Five (5), Township Thirteen (13), Range Twenty (20), thence running South 19.55 chains; thence West 4.55 chains; thence North 19.55 chains; thence East 4.55 chains to place of beginning, all of said tract being in the North West quarter of Section 5, Township 13, Range 20 and containing 8.91 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 owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances Save and except a mortgage of \$1000, dated 11th January 1940, to said party of the second part

This grant is intended as a mortgage to secure the payment of the sum of Two Thousand Dollars, according to the terms of

One certain Promissory Note this day executed and delivered by the said Parties of the first part

to the said party of the second part Payable one year after date with interest thereon according to the terms of said note

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, 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 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.  
County of Douglas County }  
A.D. 1943 before me George Docking a Notary Public in and for said County and State,  
came Fred M. Brown and Nell M. Brown, his wife,

(SEAL) to me personally known to be the same persons 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 by official seal on the day and year last above written.

My Commission expires July 13-1944 19 George Docking 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 15th day of March A.D. 1946

Attest:

Jennie Watt

This release was written on the original mortgage entered this 15 day of March 1946  
Harold H. Beck  
Reg. of Deeds