MORTGAGE RECORD 87

Reg. No. 3715 Fee Paid. \$2.75

Receiving No. 20354 The World Co., Lawrence, Kansas STATE OF KANSAS, DOUGLAS COUNTY, ss. 10 This instrument was filed for record on the... A.D., 19.44, At 10:50 A. April Trold G. Back Register of Deeds. TO ...Deputy. By... THIS INDENTURE, Made this 5th day of Aprilin the year of our Lord nineteen hundred Forty Four between Laurel G. Brown and hester M. Brown, his wife Baldwin in the County of Douglas and State of of the first part, and The Baldwin State Bank, Baldwin, Kansas WITNESSETH, That the said part is of the first part, in consideration of the sum of Eleven hundred and no/100 ---- DOLLARS duly paid, the receipt of which is hereby acknowledged, ha_wo_sold and by these presents do____grant, bargain, sell and Mortgage to the said part y of the second part its successents 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: The South Half $(\frac{1}{2})$ of Lots One hundred eight (108), One Nundred ten (110) and Une hundred twelve (112) and the South Five (5) feet of to North Half (1) of Lots One Mundred eight (10%) One hundred ten (116) and One fundred twelve (112) all on Line Street in Baldwin City, Count and State aforesaid. with all the appurtenances, and all the estate, title and interest of the said part 105 of the first part therein. And the said parties of the first part 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 Eleven Hundred and no/100 Dollars, according to the terms of ___ certain ____ note this day executed and delivered by the said.... Laurel G. Brown and Hester M. Brown to the said part_y__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 part <u>y</u> of the second part its <u>successors</u> 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 part_y_making such sale, on Laurel G. Brown and Hester M. Brown heirs and assigns IN WITNESS WHEREOF, The said parties of the first part ha ve hereunto set their hand S and seals the day and year first above written. Laurel G. Brown Signed, sealed and delivered in presence of Hester M. Brown STATE OF KANSAS. STATE OF KANSAS,

Douglas County | ss. | BE IT REMEMBERED, That on this | 5th | day of | Anril A.D. 19.44 before me. Yale Wells a Notary Public in and for said County and State, Laurel G. Brown and Hester M. Brown to me personally known to be the same person. S. 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. (SEAL) My Commission expires Dec. 28 Yale Wells The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged.

As Witness hand, this 7th day of October A.D. 1944.

Attest: The Bellion State Benk, Baldwin, the by l. B. Butell, Cashier by yale Heela Ant. Cashier Esther Fern Elm