

DOUGLAS COUNTY

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal the day and year last above written
(SEAL) My Commission expires Sept. 8, 1949

J. Hugo Nelson
Notary Public

Recorded March 11, 1946 at 9:13 A.M.

Harold A. Beck Register of Deeds

Receiving No. 27159

MORTGAGE

Registration No. 4682
Registration Fee \$5.00

This Indenture, Made this 14 day of Nov. 1945 between Ruby B. T. Brown and George Richard Brown (Her Husband) of Douglas County, in the State of Kansas of the first part, and C.E. Stephens of Douglas County, in the State of Kansas, of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Two Thousand dollars (\$2000.00) Dollars, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part, His heirs and assigns, all the following described Real Estate, situated in the County of Douglas and State of Kansas, to-wit:

Lots 19 and 21 on Ohio street in the city of Lawrence,

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appurtenant forever:

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said Ruby B. T. Brown and George Richard Brown (Her Husband) have this day executed and delivered one certain promissory note to said party of the second part, for the sum of Two Thousand (\$2000.00) Dollars, at Lawrence, Kansas to C. E. Stephens. Whereas, this mortgage is made subject to one first mortgage upon the above described real estate, for the sum of \$2500.00 with interest thereon at the rate of 5½ per cent. payable semi annually, now if default shall be made in the payment of the amount secured by said first mortgage or any part thereof or of any interest thereon at the time it shall become due and payable according to the express terms of said mortgage, then the party of the second part or his assigns or the legal holder of this mortgage and the note secured hereby, may at his option, for the protection of this mortgage, make said payments of principal or interest, and the amount so paid shall be added to the amount secured by this mortgage and shall be secured hereby and shall draw interest at the rate of ten per cent. from the time of such payment, and he may declare this mortgage and note due and payable at any time thereafter and shall be entitled to immediate possession of said premises and foreclosure of this mortgage.

And if default be made in the payment of any one of the installments described in this mortgage and note when due, or any part thereof, then all unpaid installments shall become immediately due and payable, at the option of the party of the second part or the legal holder of said note and shall draw interest at the rate of ten per cent. per annum from the date of said note until fully paid. Appraisement waived at option of mortgagee.

Now if said Party of the first part shall pay or cause to be paid to said party of the second part, his heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due; and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, or if the insurance is not kept up, then the whole of said sum and sums and interest thereon, shall and by these presents become due and payable, and said party of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.

And the said parties of the first part, for themselves and their heirs, do hereby covenant to and with the said party of the second part, executors, administrators or assigns, that they are lawfully seized in fee of said premises, and have good right to sell and convey the same, that said premises are free and clear of all encumbrances, except One first mortgage of twenty Five Hundred dollars (\$2500.00) held by Melvina B. Dartz. One second mortgage of Three Hundred Fifty (\$350.00) 6% interest. and that they will and their heirs, executors and administrators shall, forever warrant and defend the title of the said premises against the lawful claims and demands of all persons whomsoever.

In Witness Whereof, The said parties of the first part have hereunto set their hand the day and year first above written.

Ruby B. T. Brown
George Richard Brown

STATE OF KANSAS) SS
DOUGLAS COUNTY)

Be it Remembered, That on this 5th day of February A.D. 1946 before me, W. A. Schaaf, a Notary Public in and for said County and State, came Ruby B. T. Brown and George Richard Brown her husband to me personally known to be the same persons who executed the within 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.

(SEAL) My commission Expires April 25, 1947

W. A. Schaaf
Notary Public

Recorded March 12, 1946 at 2:00 P.M.

Harold A. Beck Register of Deeds

The following is endorsed on the original instrument:
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 13th day of June 1946
Attest: C. E. Stephens

Recorded June 13 1946

Harold A. Beck
Register of Deeds