

35110 BOOK 94

MORTGAGE—Standard Form

(No. 52 A)

F. J. Boyles, Publisher of Legal Blanks, Lawrence, Kansas

**This Indenture,** Made this 16th day of April  
A. D. 1948 between Charles L. Brown and LeVada Brown, his wife

of Lawrence in the County of Douglas and State of Kansas  
of the first part, and Lawrence Loan and Finance Company, Lawrence, Kansas,

parties of the second part.

**Witnesseth,** That the said part 1st of the first part, in consideration of the sum of  
Fifteen Hundred and Seventy and no/100 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 part 1st of the second part, their 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 One Hundred Fifty (150) Feet West of the  
South west corner of Walnut and Maine Street (now 7th Street North) in that  
part of the City of Lawrence known as North Lawrence, thence South One Hundred  
Thirty-Five (135) Feet, thence West Fifty (50) Feet, thence North One  
Hundred Thirty-Five (135) Feet, to Walnut Street, thence East Fifty (50)  
Feet to Beginning, going in East one-half of Block No. Seventeen (17) North  
Lawrence in the City of Lawrence, and also Beginning at a point One Hundred  
(100) Feet West of the Northwest corner of Ash and Seventh Streets, thence  
North One Hundred Twenty (120) Feet, thence West One Hundred (100) Feet,  
thence South One Hundred Twenty (120) Feet, thence East One Hundred (100)  
Feet to place of beginning in Block Seventeen (17) North Lawrence in the  
City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein.  
And the said Charles L. Brown and LeVada Brown, his wife  
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 whatsoever.

This grant is intended as a mortgage to secure the payment of Fifteen Hundred Seventy and no/100  
Dollars, according to the terms of one certain chattel mortgage, note this day executed and delivered by the  
said Charles L. Brown and LeVada Brown, his wife to the  
said part 1st 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 1st of the second part, their 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 costs and charges of making such sale, and the surplus, if any there be, shall be paid  
by the part 1st making such sale, on demand, to said Charles L. Brown and LeVada Brown, his  
wife their heirs and assigns.

**In Witness Whereof,** The said part 1st of the first part ha ve hereunto set their  
hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Charles L. Brown (SEAL)  
LeVada Brown (SEAL)

STATE OF KANSAS,

Douglas County,

County,

**Be It Remembered,** That on this 16th day of April A. D. 19 48  
before me, D. C. Phelps, a Notary Public

in and for said County and State, came Charles L. Brown and LeVada  
Brown, his wife

to me personally known to be the same person 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 my official seal on  
the day and year last above written.

My Commission expires November 14 19 49

Notary Public

This release was written on the original mortgage from the original mortgagee to the mortgagee of the original mortgagee.