

M O R T G A G E .

This Indenture, made this 19th day of January A.D. 1953, between Marion A. Barlow and his wife, Jessie Barlow of Lawrence, in the County of Douglas and State of Kansas, of the first part, and John C. Emick, of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of

Three Thousand 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 party of the second part, his heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas, and State of Kansas, described as follows towit:

Lots Nos. Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12) all in Block No. Eighteen (18) in Lane Place Addition, in the City of Lawrence, Kansas, also beginning at the South East corner of the North Half of the North West Quarter of Section Thirty Six (36), Township Twelve (12) of Range Nineteen (19), thence North on the Quarter Section line 526 feet, more or less to the center of Eighth Street produced West from the City of Lawrence, thence West 34 rods, thence South 526 feet, more or less to the South line of the North Half of the Northwest Quarter of said Section 36, thence East on said South line of North Half of Northwest Quarter to the place of beginning, less the tract of land conveyed to Irving Hill and described in the deed recorded in Book 157, Page 667 of the records of Douglas County Kansas, also less the tract of land conveyed to Kenneth E. Anderson and wife, by the deed recorded in Book 177, Page 167-8, of said records.

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 hereby 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. This grant is intended as a mortgage to secure the payment of

Three Thousand and no/100-----Dollars,

according to the terms of one certain note this day executed and delivered by the said parties of the first part 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, his 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 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 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.

Marion A. Barlow  
Jessie Barlow