

63051 BOOK 115

This Indenture, Made this 28th day of June
A. D. 1957, between H.W. Emick and his wife, Faye E. Emick

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and The Douglas County Building and Loan Association of the second part.

Witnesseth, That the said part 1st. of the first part, in consideration of the sum of Ten 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, its 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:

Lot No. Twenty One (21) and the East 40 feet of Lot No. Twenty Three (23) on Pinckney Street, (now Sixth Street), in the City of Lawrence, less the right of way deeded to the City of Lawrence, recorded in Book 69, Page 416.

with all the appurtenances, and all the estate, title and interest of the said part 1st. 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 owner^s 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 Ten Thousand and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said part 1st. of the first part to the said part 2nd. 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, its successors 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 party making such sale, on demand, to said parties of the first part, their heirs and assigns.

In Witness Whereof, The said part 1st. of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

H.W. Emick

H.W. Emick (SEAL)

Faye E. Emick

Faye E. Emick (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS

Douglas County, ss.

Be It Remembered, That on this 28th day of June A. D. 1957
before me, John C. Emick, a Notary Public in and for said County and State, came H.W. Emick and his wife, Faye E. Emick

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 my official seal on the day and year last above written.

My Commission expires January 13th, 1960

John C. Emick

John C. Emick Notary Public

Recorded July 1st, 1957 at 8:15 A.M.

RELEASE.

Harold A. Beck, Register of Deeds

By: *Marie Wilson* Deputy

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 27th day of April 1960.

THE ANCHOR SAVINGS AND LOAN ASSOCIATION

formerly The Douglas County Building and Loan Association

By John C. Emick Vice-President

(Corp. Seal)

This record was written in the original recorded on 29th April 1957

Harold A. Beck
By: James Brown