

32779 BOOK 92

MORTGAGE-Standard Form

(No. 52A)

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

**This Indenture,**

Made this 10th day of July

A. D. 1947, between Owen S. Baker and his wife, Katie Sparks Baker

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 Forty Seven Hundred 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 Y 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 to-wit:

The East Half of Lot No. Nine (9), and the North 5 feet of the East Half of Lot No. Ten (10), all in Block No. Eleven (11) in Haskell Place, an Addition to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part ies 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 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 Forty Seven Hundred 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 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 Y 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 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 overplus, if any there be, shall be paid by the part Y making such sale, on demand, to said parties of the first part, their

heirs and assigns

**In Witness Whereof,** The said part ies of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Owen S. Baker (SEAL)  
Katie Sparks Baker (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS,  
Douglas County ss.

Be It Remembered, That on this 12th day of July A. D. 1947

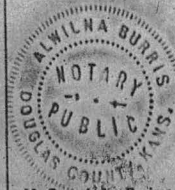
before me, the undersigned, a Notary Public in and for said County and State, came Owen S. Baker and his wife, Katie Sparks Baker

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 December 22, 1948

Alvina Burris  
Notary Public



Recorded July 14, 1947 at 8:30 A.M.

Haskell A. Beck  
Register of Deeds.

The note herein described having been paid in full, the mortgage is hereby released.  
 And the lien thereby created is discharged.  
 As witnesses my hand this 10th day of September A.D. 1947  
 The Douglas County Register of Deeds and his Deputy  
 (Copies attached)

This release was written on the original mortgage.

entered this 10th day of Sept. 1947

Shirley Beck  
Deputy