

Ref. No. 528
Fee Paid \$10.00

MORTGAGE RECORD-59.

This Indenture, Made this 18th day of December A. D. 1929 between
Solon J. Emery and Gladys B. Emery, his wife

of Douglas County, in the State of Kansas of the first part, and
Lawrence C. Gray of Jackson County, in the State of Missouri of the second part;

Witnesseth, That said part 1st of the first part, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable considerations Dollars, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part 2nd 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:

Beginning at a point on the West line of Ohio Street, in the City of Lawrence, Kansas, produced from the original City of Lawrence, One hundred Eighty-eight (188) feet north of the south line of Section Thirty-one (31) Township Twelve (12) Range Thirty (30); thence south One hundred Twenty-five and one-third (125 1/3) feet; thence west One hundred Twenty-five (125) feet; thence north Sixty-two and two-thirds (62 2/3) feet; thence west One hundred Eighty-six (186) feet; thence north Sixty-two and two-thirds (62 2/3) feet; thence east Three Hundred Eleven (311) feet to the point of beginning, being located in the City of Lawrence, in the County of Douglas, State of Kansas.

This conveyance is made second and subject to a first mortgage held by Aetna Building & Loan Association of Topeka, securing \$35,000.00.

To Have and to Hold the Same, Together with all and singular the tenements, hereditaments and appurtenances therunto belonging, or in any wise appertaining, forever:

Provided Always, And these presents are upon this express condition, that whereas said Solon J. Emery and Gladys B. Emery his wife have on this day executed and delivered their certain promissory note in writing to said part 2nd of the second part, of which the following is a true copy: \$4,000.00 December 18th 1929. For value received we promise to pay to Lawrence C. Gray or order the sum of Four thousand and no/100ths Dollars at the office of Lawrence C. Gray in Kansas City, Missouri in installments payable as follows, to wit: One hundred (\$100.00) Dollars on the 18th day of January 1930 and One hundred (\$100.00) Dollars on the 18th day of each succeeding month thereafter until June 18th 1930 when the unpaid balance of Three thousand and five hundred (\$3500.00) Dollars shall be due and payable with interest from date at 6 per cent per annum; the interest on each installment, and the interest on the unpaid balance of the principal sum are to be paid at the maturity of each installment; if default is made in the payment of any installment when due, then all the remaining installments shall, at the option of the holder, become due and payable at once; this note and all installments are to bear interest after maturity at the rate of six per cent per annum; Privilege is given to pay two or more installments at any time; All signed, sealed and attested; this instrument being without demand, protest and notice of non-payment and due to its terms and partial payments before its maturity. (Signed) Solon J. Emery Gladys B. Emery

Now, If said part 1st of the first part shall pay or cause to be paid to said part 2nd 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; then the whole of said sum and sums and interest thereon, shall, and by these presents, become due and payable and said part 2nd of the second part shall be entitled to the possession of said premises.

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

Executed in the presence of

Solon J. Emery
Gladys B. Emery

STATE OF KANSAS,
Douglas County, ss.

Be it Remembered, That on this 21st day of December A. D. 1929 before me

Solon J. Emery and Gladys B. Emery, his wife who are personally known to me to be the same person, who executed the within instrument of writing, and such person daily 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.

Legal Seal

Notary Public
I. C. Whipple
Notary Public
Elmer C. Armstrong, Registrar of Deeds
Elmer Hazard, Dep.
This Mortgage Expires Jan 27 1931.
Recorded December 21, 1929 P. D. at 2:10 P. M.

1934
\$4000.00
Received of Solon J. Emery and Gladys B. Emery the sum of Four thousand and no/100ths Dollars, in full satisfaction of the within Mortgage of Lawrence C. Gray.

This Release was written as the original Mortgage entered this 20th day of Dec 1929.
D. E. Armstrong
Reg.