

intended as a mortgage to secure the payment of the sum of Eleven Hundred Fifty (\$1150.00) Dollars according to the terms of one certain note with six interest coupons for 40.25 each this day executed and delivered by the said Emil E. Karolina, and Robert Guntert 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 payment, 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 said party of the second part its 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 cost 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 mortgagors their heirs and assigns.

In witness whereof, the said parties of the first part, have hereunto set their hand and seals the day and year first above written.

Signed, sealed and delivered in presence of

Emil E. Guntert, (Seal)  
Karolina Guntert, (Seal)  
Robert Guntert Jr. (Seal)  
Lina Heck, (Seal)  
E. G. Heck, (Seal)

State of Kansas, )  
Douglas County, )ss.

Be it remembered, that on this 27 day of December A.D. 1921 before me Mae P. Craig, a Notary Public in and for said County and State, came Emil E. Guntert Karolina Guntert and Robert Guntert, Jr. 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 March 8, 1924.

(L.S.)

Mae P. Craig,  
Notary Public.

State of Montana, )  
County of Yellowstone, )

Be it remembered, that on this 4th day of January A.D. 1922, before me Lloyd Lipp a Notary Public in and for said County, came Lina Heck and E. G. Heck, her husband to me personally known to be the identical persons described in and who signed the above conveyance as grantor, and acknowledged the same to be their own voluntary act and deed.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal on the year and day last above written.

Lloyd Lipp,  
Notary Public for the state of  
Montana, Residing at Billings,  
Montana.

My commission expires July 19, 1922. (L.S.)

Recorded Jan. 9, 1922,  
At 2:05 o'clock P.M.

*Estlin M. McKnight*  
Register of Deeds,  
*Arno H. Hare*  
Deputy.

#### MORTGAGE.

This mortgage made this 9th day of January, 1922, by and between The Coates Manufacturing Company, a corporation, of the County of Douglas and State of Kansas, party of the first part, and C. Gerald Hosse, doing business as Lawrence Brick & Tile Company, party of the second part,

Witnesseth; that said first party, for and in consideration of the sum of One Dollar to it in hand paid by the second party, the receipt whereof is hereby acknowledged, and the debt hereinafter referred to, has bargained, granted, sold and conveyed and by these presents does grant, bargain, sell and convey unto the said second party, and unto his heirs and assigns forever, all of the following tracts, pieces, and parcels of land and personal property, lying and situate in the County of Douglas, State of Kansas, possession of which the first party hereby delivers to the second part.

Begin on south line of north half of northeast quarter of Section 25, township 12, Range 19 east 263 1/2 feet west of center line of Alabama Street; thence North 7° 11' west 81 7-10 feet; thence north 23° 29' west 63 5-10 feet; thence north 15° 48' East 8-10 feet; thence north 61° 25' east 73 5-10 feet; thence north 54° 19' east 77 8-10 feet; south 65° 17' east 226 5-10 feet; thence south 49° 34' east 87 2-10 feet; south 44° 54' east 170 1-10 feet to the south line of north half of the northeast quarter; thence west 498 3-10 feet to beginning. Also Lots 32, 34, 36, 38, 40, 42, 44, 46, and 48 less right-of-way of the Atchison, Topeka & Santa Fe Railway Company, in Block 2, West Lawrence; all of Block 3 West Lawrence; lots 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, & 40 Block 4, West Lawrence; Lots 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, and 38 Block West Lawrence; Lot 49 Block 15, less R. R.; Lots 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, and 60, Block 15, West Lawrence; being all of the site of the Lawrence Vitriified Brick & Tile Company plant; subject to a right-of-way which is reserved by grantor, his successors and assigns, which right-of-way is described as follows, to wit, Commencing at a point at the center line of Second or Dane Street, 84 feet west of the west line of Indiana Street; thence in a southeasterly direction to a point 8 feet south and 38 feet west of the northeast corner of Lot 51 West Lawrence; thence in a southwesterly direction to a point 68 1/2 feet west and 20 feet north of the southeast corner of said Lot 51; thence in a northwesterly direction to a point 55 feet east of the northwest corner of said Lot 51; thence in a northwesterly direction to a point 26 1/2 feet east of the northwest corner of Lot 49 of said Block 15;

For Release See De. 177-178 Page 253