

MORTGAGE RECORD NO. 63

SAML DOONWORTH STATIONERY CO KANSAS CITY MO 64108

Reg. 3-25-51
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This Indenture, Made this 4th day of February in the year of our Lord
uniteen hundred & twenty five, between H. W. Emick and his
wife, Faye Emick of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
B. E. Sterling of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of
Three 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 South Half of Lots Nos. Fifty
Eight (58) and Sixty (60) on Elliott
Street in Block No. Thirty Five (35) in
that part of the City of Lawrence known
as West Lawrence in Douglas County,
Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 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 except a first
Mortgage of \$1800.00 in favor of the Douglas County Build-
ing and Loan Association. This Grant is intended as a Mortgage to secure the payment of the sum of
Three 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 sales to retain the amount then due for principal and interest, together with the cost and charges
 of making such sales, 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 parties of the first part have hereunto set their hand and seals
 the day and year first above written.

Signed, Sealed and Delivered in the presence of

H. W. Emick - (SEAL)
Faye Emick - (SEAL)
B. E. Sterling - (SEAL)

STATE OF Kansas
Shawnee County ss.

BE IT REMEMBERED, That on this 4th day of February A. D. 1925, Before me,

L. S.

H. W. Emick and his wife Faye Emick
 to me personally known to be

the same person who executed the foregoing instrument and duly acknowledged 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 Jan. 19 1928. B. A. Sterling Notary Public.
 Filed for Record the 5th day of Feb. A. D. 1925 at 4 o'clock P. M.
L. E. Neumann Register of Deeds.
Deputy.

FORM 2

This following is a record on the original instrument.
 The notary herein described having been paid in full, this mortgage is hereby
 released and he, this day, resigned his office.

As witness my hand this 24 day of December A. D. 1925
B. E. Sterling
Notary

Recorded Dec. 7, 1925
Wm. E. Connelley
Register of Deeds

This following is a record on the original instrument.
 The notary herein described having been paid in full, this mortgage is hereby
 released and he, this day, resigned his office.

Recorded Jan. 21 1926