

MORTGAGE RECORD 72

SAML. BURGESS & SONS, STATIONERY CO. KANSAS CITY, MO. 64108

FROM

Solon T. Emery

TO

W.H. Charlton

STATE OF KANSAS, DOUGLAS COUNTY, KS.

This instrument was filed for record on the 3 day of Nov. A. D., 1928, At 10:30 A. M.

By

Jsa E. Weidman
Register of Deeds.
Deputy.

Reg. No. 3810

Fee Paid 125

THIS INDENTURE, Made this 17th day of October in the year of our Lord nineteen hundred twenty eight between Solon T. Emery and Gladys B. Emery his wife

of Lawrence in the County of Douglas and State of Kansas of the first part, and W.H. Charlton of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Five Hundred and no/100 (\$500.00) 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 2nd 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:

Lot number nine (9) and the south sixteen and fifty four hundredths (16.54) feet of Lot number ten (10) in Block Seven (7) in that part of the City of Lawrence known as South Lawrence.

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 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 the sum of

Five Hundred

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 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 part 2nd 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 cost and charges of making such sale, and the overplus, if any there be, shall be paid by the part 2nd making such sale, on demand, to said parties of the first part heirs and assigns

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hand and seal on the day and year first above written.

Signed, sealed and delivered in presence of

Solon T. Emery (SEAL)

Gladys B. Emery (SEAL)

STATE OF KANSAS,

County of Douglas

ss.

BE IT REMEMBERED, That on this 18th day of October

A. D. 1928 before me

a Notary Public in and for said County and State,

came Solon T. Emery and Gladys B. Emery husband & Wife

to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

IS

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 Dec. 15

1929

E.L. Falkenstein

Notary Public.

RELEASE.

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 21st day of June

A. D. 1935

ATTEST:

The Merchants National Bank, Lawrence, KS.

By: Lloyd D. Dilling
Cashier

(Copied)

See Original in Book 83 page 619

This Release was written on the original Mortgage entered this 18th day of October 1928
Handwritten: E.L. Falkenstein
Reg. of Deeds.