

## MORTGAGE RECORD 72

Reg.  
FeeReg. No. 585  
Fee Paid \$1.00

FROM

Solon T. Emery & Gladys B. Emery, his wife.  
TO

Lawrence C. Gray

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 18th day of  
February A. D. 1930, At 4 50 P. M.*Elie C. Armstrong*

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this seventeenth day of December in the year of our Lord nineteen hundred  
twenty-nine (1929) 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 Lawrence C. Gray

of the second part.

WITNESSETH, That the said part ies of the first part, in consideration of the sum of  
Three Thousand Two Hundred Forty-nine and 45/100 (\$3,249.45) ----- 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 West Seventy (70) Feet of Lot Numbered Seven (7), in Block Numbered Two (2), in Cread Addition, an Addition to the City of Lawrence, in Douglas County, Kansas, and also The undivided one half interest in and to the South One-half (S. 1/2) of Section Nine (9), Township Thirteen (13), Range Nineteen (19), in Douglas County, Kansas. This mortgage is subject to the mortgage to The Lawrence Building and Loan Association dated December 24, 1925, recorded December 28, 1926 in Mortgage Book 68, page 403, in the office of the Register of Deeds of Douglas County, Kansas, and parties of the first part agree that if they make default in the terms of said mortgage, or in the payments due under the note secured thereby, that party of the second part herein may, at his option, make such payments or perform such other covenants of said mortgage as are incumbent upon the parties of the first part thereunder, and any sums paid or payment thereof shall be added to the principal sum, and any such default, shall, at the option of the party of the second part, cause the note hereby secured to be immediately due and payable without notice.

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 except as above stated

This grant is intended as a mortgage to secure the payment of the sum of \$3,249.45 ----- Dollars, according to the terms of  
one certain note this day executed and delivered by the said  
parties of the first partto the said part y of the second part payable according to its terms

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 cost 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 parties 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

Solon T. Emery (SEAL)

Gladys B. Emery (SEAL)

STATE OF KANSAS,

COUNTY OF Douglas } ss.BE IT REMEMBERED, That on this 21st day of DecemberA. D. 1929 before me

the undersigned

a Notary Public in and for said County and State,

came Solon T. Emery and Gladys B. Emery, his 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.

SEAL

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. 27 1931

P. C. Whipple

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 27th day of June A. D. 1931

ATTEST:

*R. E. Friend - Grant.*

This Release  
was written  
on the original  
Mortgage,  
and is  
dated  
the 27th day  
of June  
1931  
at Lawrence  
Kans. of Deeds.

Deputy

To Original - See Book 77 Page 86