

# MORTGAGE RECORD 82

15

The World Co. Lawrence, Kansas

FROM

Worthie H. Horr and his wife, Esther A. Horr.

TO

Pearl Emick

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 24th day of Nov. A. D. 1934. At 3.00 P. M.

*E. E. Emick*

Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 23rd day of November in the year of our Lord nineteen hundred thirty-four between

Worthie H. Horr and his wife, Esther A. Horr

of Lawrence in the County of Douglas and State of Kansas of the first part, and

Pearl Emick of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Twenty-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 party of the second part her 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:

Lots Nos. Nine (9) and Ten (10) in Block No. Twenty Seven (27) in Quivora Place, an Addition to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties 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 owners 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 Twenty-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 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 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 party of the second part her 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 surplus, if any there be, shall be paid by the party 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 seal on the day and year first above written.

Signed, sealed and delivered in presence of

Worthie H. Horr (SEAL)

Esther A. Horr (SEAL)

STATE OF KANSAS,

County of Douglas ss. BE IT REMEMBERED, That on this 24th day of November A. D. 1934 before me John C. Emick a Notary Public in and for said County and State, came Worthie H. Horr and his wife, Esther A. Horr

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

Legal 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 January 13 1936 John C. Emick 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 6th day of January A. D. 1936

Attest:

*Pearl Emick*

68  
January  
1936  
Herald Emick  
Fred W. Kahn