

Receiving No. 228

MORTGAGE RECORD 82

The World Co., Lawrence, Kansas

FROM

Joseph Sturdy and wife (Stella)

TO

Pearl Emick

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 9 day of March A. D. 1935, At 4:45 P. M.

Reg. No. 46

Fee Paid \$0.75

By

Harold A. Beck
Register of Deeds.
Deputy.

THIS INDENTURE, Made this 9th day of March in the year of our Lord nineteen hundred thirty-five between Joseph Sturdy and his wife, Stella Sturdy.

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 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:

The North Half of the South East Quarter of Section Sixteen
(16), Township Fourteen (14), Range Twenty (20).

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 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 hands and seals the day and year first above written.

Signed, sealed and delivered in presence of

Joe Sturdy (SEAL)

Stella Sturdy (SEAL)

STATE OF KANSAS,

ss.

County of Douglas, ss. BE IT REMEMBERED, That on this 9th day of March

A. D. 1935 before me Dorothy Shuffelbarger a Notary Public in and for said County and State,

came Joseph Sturdy and his wife, Stella Sturdy

to me personally known to be the same persons 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 Feb. 26 1938 Dorothy Shuffelbarger 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 13th day of March A. D. 1935

Attest:

Pearl Emick

Harold A. Beck
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