

MORTGAGE RECORD 87

The World Co., Lawrence, Kansas

FROM
Arthur Emery, a single man
 TO
Mrs. A. E. Huddleston

STATE OF KANSAS, DOUGLAS COUNTY, ss.
 This instrument was filed for record on the 16 day of
October A.D. 1941, At 3:50 P.M.
Harold A. Beck
 Register of Deeds.
 By _____ Deputy.

THIS INDENTURE, Made this 22nd day of September, in the year of our Lord nineteen hundred
Forty-One between
Arthur Emery, a single man
 of Lawrence in the County of Douglas and State of Kansas
 of the first part, and Mrs. A. E. Huddleston
 of the second part.

WITNESSETH, That the said party of the first part, in consideration of the sum of
Twelve Hundred and no/100 DOLLARS
 to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does 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:

Southeast Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) of Section Seven
 (7) and the Southeast Quarter ($\frac{1}{4}$) of the Northwest Quarter ($\frac{1}{4}$) of
 Section Eight (8), less one (1) acre, all in Township Twelve (12),
 Range Nineteen (19), Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said
Arthur Emery, a single man
 does hereby covenant and agree that at the delivery hereof he is 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
Twelve Hundred Dollars, according to the terms of
his certain note this day executed and delivered by the said
Arthur Emery, a single man
 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, to-
 gether with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on
 demand, to said Arthur Emery, a single man heirs and assigns

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and
 year first above written.

Signed, sealed and delivered in presence of Arthur Emery (SEAL)
 (SEAL)

STATE OF KANSAS, } ss.
 County of Douglas County, }
 A.D. 1941 before me Snowdie M. McNamara a Notary Public in and for said County and State,
 came Arthur Emery, a single man
 to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowl-
 edged the execution of the same.
 (SEAL) IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the day and year
 last above written.
 My Commission expires May 2nd, 1945. Snowdie M. McNamara 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 31 day of October A.D. 1941

Attest:

Mrs. A. E. HuddlestonThis release
was written
on the original
mortgageentered
this 31 day
of Oct.
1941Harold A. Beck
Reg. of Deeds