

MORTGAGE - Standard Form

34485 BOOK 63

(No. 52A)

F. J. Boyles, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture,Made this 22nd day of January,
A. D. 1945, between Owen S. Baker and his wife, Katie Sparks Bakerof Lawrence in the County of Douglas and State of Kansas
of the first part, and John C. Emick

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Four Thousand Seven Hundred Fifty 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 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 East Half of Lot No. Nine (9) and the North 5 Feet of the East Half of Lot No. Ten (10) all in Block No. Eleven (11) in Haskell Place, an Addition to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part les 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

and no/100

This grant is intended as a mortgage to secure the payment of Four Thousand Seven Hundred Fifty 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 Y 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 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 costs and charges of making such sale, and the surplus, 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 part les 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

Owen S. Baker (SEAL)Katie Sparks Baker (SEAL)STATE OF KANSAS,
Douglas County ss.

Be It Remembered, That on this 22nd day of January, A. D. 1945 before me, the undersigned, a Notary Public in and for said County and State, came Owen S. Baker and his wife, Katie Sparks Baker

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

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 March 1948

Notary Public

Recorded January 30, 1945 at 9:30 A. M.

Register of Deeds

The undersigned Book 63 page 537
The note described described having been paid in full, this mortgage is hereby released, and the same should be noted as such in the office of the Register of Deeds.
The undersigned Book 63 page 537
The undersigned Book 63 page 537

This mortgage was written on the original mortgage entered this day of January 1945

John C. Emick
Register of DeedsWalter A. Beck

This mortgage was written on the original mortgage entered this day of January 1945
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