

35446 BOOK 94

MORTGAGE—Standard Form

(No. 52B)

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

This Indenture,

Made this 26th day of May
A. D., 19 48, between Laura Faye Gordon and Herbert R. Gordon, her husband,

of Lawrence in the County of Douglas and State of Kansas
of the first part, and W. H. Emmett

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Two Thousand 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:

Lot one hundred sixty six (166), less the east forty two (42) feet thereof, on New York Street in the City of Lawrence, Kansas.

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.

This grant is intended as a mortgage to secure the payment of Two Thousand and no/100 Dollars, according to the terms of a certain note this day executed and delivered by the said parties of the first part to the said part y of the second part his

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 executor, 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 overplus, if any there be, shall be paid by the part y making such sale, on demand, to said heirs and assigns

In Witness Whereof, The said part ies of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Laura Faye Gordon (SEAL)
Herbert R. Gordon (SEAL)

STATE OF KANSAS.

Douglas County,

Be It Remembered, That on this 26th day of May A. D. 19 48 before me, C. B. W. H. Emmett a Notary Public

in and for said County and State, came Laura Faye Gordon and Herbert R. Gordon, her husband, to me personally known to be the same person who executed the within 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 June 26 19 51

C. B. W. H. Emmett Notary Public

Recorded May 27, 1948 at 9:40 A. M.

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 18th day of August A. D. 1955

Harold A. Beck

Register of Deeds