

40933 BOOK 98

MORTGAGE-Standard Form

(No. 32A)

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

This Indenture,Made this 25th day of May
A. D. 1950, between Owen S. Baker and his wife, Katie 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 part 1st of the first part, in consideration of the sum of Six Thousand and no/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, has ve 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 Nos. Five (5), Six (6) and Thirty (30), in Block No. Sixteen (16), in Babcock's Enlarged Addition, an addition to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 Six Thousand 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 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 overplus, 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 1st of the first part has ya hereunto set their hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Owen S. Baker (SEAL)Katie Baker (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas CountyBe It Remembered, That on this 9th day of June A. D. 19 50before me, the undersigned, a Notary Publicin and for said County and State, came Owen S. Baker and his wife,Katie Baker

to me personally known to be the same person(s) 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

Dec 31 1957Pearl Emick

Notary Public

Recorded 48 10, 1950 at 8:15 A. M.

Release

Harold Colbeck

Register of Deeds

The note herein described having been paid in full, this mortgage is hereby released, and the herein thereby created, discharged. Be witness my hand, this 29th day of May A.D. 1951.

(Corp. Seal)

The Douglas County Building and Loan Association
By Harold Emick
Secretary

This release was written on the original mortgage.

Entered this 3rd day of May 1951.

David J. Beck

Notary Public