

MORTGAGE - Standard Form

42-614

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

This Indenture, Made this 2nd day of November in the year of our Lord nineteen hundred fifty, between

Grace Greene Erickson and Arvid E. Erickson, her husband

of Lawrence in the County of Douglas and State of Kansas

of the first part, and James Emery, unmarried

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Twelve Thousand (\$12,000.00) 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 for, 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 One Half of Lot 67 on Massachusetts Street
in the City of Lawrence, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Grace Greene Erickson and Arvid E. Erickson, her husband 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 Twelve Thousand (\$12,000.00) 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, if the instrument 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 for, 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 party making such sale, on demand, to said parties of the first part.

heirs and assigns,

In witness whereof, The said parties 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

Grace Greene Erickson (SEAL)
Arvid E. Erickson (SEAL)

(SEAL)

STATE OF KANSAS

Douglas County,

(SEAL)

Be it Remembered, That on this 22nd day of November A.D. 1955

before me, Goldie R. Harris a Notary Public

in and for said County and State, came Grace Greene Erickson and

Arvid E. Erickson, her husband

to me personally known to be the same persons 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.

Goldie R. Harris Notary Public.

My Commission Expires May 12, 1954

Harold A. Beck Register of Deeds

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 3rd day of November A.D. 1955

Annes Emery

Attest:

Marcia W. Carter

Frank C. Carter
Attest:
Frank C. Carter