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Reg. No. 7988
Fee Paid $1.25

42526 BOOK 99

MORTGAGE—Standard Form (No 52 A) F. J. Boyles, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture,

Made this 2nd day of January in the year of our Lord nineteen hundred Fifty-one between Earnest Day and Millie J. Day, husband and wife,

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

Witnesseth, That the said parties of the first part, in consideration of the sum of ----Five hundred---------- 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 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 the North West Quarter of the Southeast Quarter of the Northwest Quarter of Section 25 less a tract described as beginning at the Southwest corner of the East half of the Northwest Quarter of the Southeast Quarter of the Northwest Quarter of Sec. No. 25; thence North 150.5 feet; thence East 50 feet; thence South 150.5 feet; thence West to the point of beginning. Also a strip of land 3 rods wide off the North side of the Northeast Quarter of the Southwest Quarter of the Southeast Quarter of the Northwest Quarter of Section No. 25 less a tract of land 49.5 feet North and South and 50 feet East and West off of the West end thereof, all of said land being in Township No. 12, Range No. 19

with all the appurtenances, and all the estate, title and interest of the said parties 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 the sum of ---Five hundred--- 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 parties 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 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 party making such sale, on demand, to said parties of the first part, or their heirs and assigns

In witness whereof, The said parties 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

Millie J. Day [SEAL]
Earnest Day [SEAL]
[SEAL]
[SEAL]

STATE OF KANSAS, DOUGLAS County, } SS.

Be it Remembered, That on this 2nd day of January A. D. 19 51 before me the undersigned a Notary Public in and for said County and State, came Earnest Day & Millie J. Day, husband and wife 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.

C. A. MILLER NOTARY PUBLIC DOUGLAS COUNTY, KANSAS

My Commission Expires April 2, 1952

C. A. Miller Notary Public.

This release was written on the original mortgage entered this 23 day of April 19 51
Harold A. Beck Reg. of Deeds
Barbara Seeber Deputy

Recorded January 5, 1951 at 2:30 P.M. Harold A. Beck Register of Deeds.

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 21st day of April A. D. 1951

Attest:
C. A. Miller
Robert F. Harrison

L. H. Emmett