421 42932 BOOK 99 .7 MORTGAGE-Standard Fa F: J. BOYLES, Publisher of I This Indenture, Made this 20th day of February Sea A. D. 19 51, between H.W. Emick and his wife, Faye E. Emick þ Lawrence k _, in the County of _ Dougl as . and State of Kansas of the first part, and The Douglas County Building and Loan Association of the second part. Witnesseth, That the said part 1eBof 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, ha ve sold and by these presents do-____ grant, bargain, sell and Mortgage to the said party of the second part, its 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 No. Twenty One (21) and the East 40 feet of Lot No. Twenty Three (239 on Pinckney Street (now Sixth Street), in the City of Lawrence; less the right of way deeded to the City of Lawrence, recorded in Book 69, Page 416, Lot No. One Hundred Fifty Five (155) on Illinois Street in the City of Lawrence, and the South Half of Lots Nos. Fifty Eight (58) and Sixty (60) on Elliott Street (now Fourth Street) in Block No. Thirty Five (35) in that part of the City of Lawrence, known as. West Lawrence. Page 498 with all the appurtenances, and all the estate, title and interest of the said part 108 of the first part therein. And the said parties of the first part they are oh hereby covenant and agree that at the delivery hereof .____ the lawful owner 8 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 Thous and 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 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 intersit 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, its successors 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 moreys arising from such as lot extain 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 and this r veyance shall be void if such payments be made as herein demand, to said ______ Partles of the first part, their heirs and assigns In Witness Whereof, The said part 108 of the firs, part ha Ve hereunto set . their hand Band seal 8the day and year first above written. H.W. Emich, Signed, Sealed and delivered in presence of SEAL Faye E. Emich (SEAL) (SEAL) STATE OF KANSAS (SEAL) 88. Douglas County Be It Remembered, That on this 2.0th day of February A. D 19:51 the undersigned H.W. Emick and his wife, aL EA before me,..... in and for said County and State, came Faye E. Emick to me personally known to be writing, and duly acknowledged be the same person 8 who executed the foregoing is ad 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 and mich Notary Public. 311952 ner Recorded February 20, 1951 at 3:40 P.M. Danda a. Rech No. State State Same in a state in the second and a subscription and and a state of

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