

51155 BOOK 105

MORTGAGE.

(NO. 52B)

Boyles Legal Blanks - CASH STATIONERY CO., Lawrence, Kansas

# This Indenture,

Made this 2nd day of January  
A. D. 1954, between Leon F. Rockers and Mary Lou Rockers,  
husband and wife

of Baldwin, in the County of Douglas and State of Kansas  
of the first part, and Lydia C. Nutter and Chester Merl Nutter, her son, as joint  
tenants, with right of survivorship, and not as tenants in common.

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Thirty Five Hundred 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 parties of the second part their 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 Number 89 and the east ten feet of Lot  
91 on Jersey Street in the City of Baldwin,  
Kansas according to the recorded plat thereof.

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 Thirty Five Hundred 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 parties of the second part Lydia C. Nutter and Chester Merl Nutter, her son

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 parties of the second part their 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 parties 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  
hands and seal this day and year first above written.

Signed, Sealed and delivered in presence of

Leon F. Rockers (SEAL)  
Mary Lou Rockers (SEAL)

STATE OF KANSAS  
Douglas County, ss.

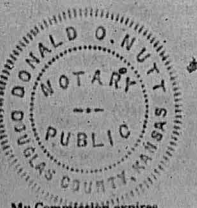
Be It Remembered, That on this 2nd day of January A. D. 1954  
before me, the undersigned a Notary Public  
in and for said County and State, came Leon F. Rockers and Mary Lou  
Rockers, Husband and wife

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 3/8/ 1954

Ronald D. Nutter Notary Public



Recorded January 7, 1954 at 2:30 P. 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 25th day of May 1961.

Lydia C. Nutter  
Chester Merl Nutter

Harold A. Beck Register of Deeds

This release  
was written  
on the original  
mortgage interest  
this 26th day  
of May  
1961  
Harold Beck  
Reg. of Deeds  
By Janice Beck