

Reg. No. 14,892
Fee Paid \$11.50

68890 BOOK 121

MORTGAGE

(No. 92A)

Boyles Legal Blanks - Cash Stationery Co., Lawrence, Kansas

This Indenture, Made this 10th day of March

A. D. 1959, between Homer D. Nelson and Goldie L. Nelson, his wife

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and Roland N. Houghton and Myrtle C. Houghton, his wife, 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 Four Thousand Five Hundred Eighty-five and no/100 (\$4,585.00) 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 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 One Hundred Eighty-six (186), on
New Hampshire Street, in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Homer D. Nelson and Goldie L. Nelson, his wife 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 without exception

This grant is intended as a mortgage to secure the payment of Four Thousand Five Hundred Eighty-five Dollars, according to the terms of two certain promissory notes this day executed and delivered by the said Homer D. Nelson and Goldie L. Nelson, his wife 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 parties of the second part their heirs, 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 surplus, if any there be, shall be paid by the parties making such sale, on demand to said Homer D. Nelson and Goldie L. Nelson, his wife their 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

Homer D. Nelson (SEAL)
Homer D. Nelson

Goldie L. Nelson (SEAL)
Goldie L. Nelson

Goldie L. Nelson (SEAL)

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 13th day of March A. D. 19 59

before me, the undersigned

a Notary Public

in and for said County and State, came Homer D. Nelson and Goldie L. Nelson, his 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.

My Commission expires March 28 1960

Agnes H. Hines Notary Public

Recorded on March 16, 1959 at 1:32 P.M.

RELEASE

I the undersigned, owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 10th day of March 1962.

Roland N. Houghton
Myrtle C. Houghton
Mortgagee. Owner.

Donald G. Beck Register of Deeds

This release was written on the original mortgage entered this 17th day of June 1965

James Beam
Reg. of Deeds
By Don Dauter
Deputy