

This note of nine thousand dollars is divided equally among the three properties listed above.

with all the appurtenances, and all the estate, title and interest of the said part Y of the first part therein. And the said **BUILDER'S INVESTMENT COMPANY, INCORPORATED** does hereby covenant and agree that at the delivery hereof is 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 **except the first mortgage to Commerce Savings and Loan Association**

(1) \$12,500 (2) \$12,500 (3) \$12,500

This grant is intended as a mortgage to secure the payment of **nine thousand** Dollars, according to the terms of a certain **note** this day executed and delivered by the said **BUILDER'S INVESTMENT COMPANY, INCORPORATED** to the said part Y of the second part **Joseph Gilson Parsons and/or Gladys Fay Parsons**

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 part Y 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 part Y making such sale, on demand, to said **Joseph Gilson Parsons and/or Gladys Fay Parsons** their heirs and assigns

In Witness Whereof, The said party of the first part has hereunto set its hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Builders Investment Co., Inc.
Rex D. Parsons, President

Marcia A. Parsons, Secretary

IV (SEAL)
FOUR (SEAL)
FOUR (SEAL)

STATE OF KANSAS,
DOUGLAS County

ss.

Be It Remembered, That on this **15th** day of **February** A.D. 19 **61** before me, **Marie Murphy** a Notary Public in and for said County and state, came **Rex D. Parsons and Marcia A. Parsons, Pres. and Sec. of Builders Investment Co., Inc.** 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 **May** 19 **63**

Notary Public

Recorded February 21, 1961 at 8:05 A.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 2nd day of November 1961.

Joseph Gilson Parsons

Gladys Fay Parsons

This release was written on the original mortgage this **3** day of **November** 19 **61**

Harold A. Beck
Reg. of Deeds
By **James Burr**
Deputy