

# MORTGAGE RECORD NO. 63

371

SAUL DOORWORTH STATIONERY CO KANSAS CITY MO 64105

in the year of our Lord  
1925

in the County of

of the second part:  
tion of the sum of

DOLLARS,  
do grant, bargain,  
at tract or parcel of land

in Belmont

and the said

premises, above granted,

except one Mortgage

to 305 1922 and

at of the sum of

d.

y of the second part

ch payments or any part

become absolute, and the

her executors,

manner prescribed by law;

with the cost and charges

to, said Elrose

heirs and assigns,

hand and seal

(SEAL)

(SEAL)

(SEAL)

A. D. 1925, before me,

County and State, came

and

personally known to be

f the same.

seal on the day and year

Notary Public.

4<sup>25</sup> o'clock P.M.

Register of Deeds.

Deputy.

Reg. Fee \$1.00

Official W. J. Johnson

Notary Public

Commission Expires

Feb. 27 - 1928

As witness my hand this

18th day of February

A. D. 1925

W. J. Johnson

Notary Public

Commission Expires

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18th day of February

A. D. 1925

W. J. Johnson

Notary Public

This Indenture, Made this Third day of March in the year of our Lord  
nineteen hundred twenty-five (1925), between C. F. Nelson and Hearty Brown  
Nelson, his wife of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and W. Lewis Johnson  
of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of  
Twenty-five hundred and no/100 (\$2,500.00) 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 part 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: On commencing at a  
point ten rods west of a point forty rods south of the northeast  
corner of the northeast quarter (NE 1/4) of Section one (1), Township  
thirteen (13) Range nineteen (19), thence running south one hundred  
feet thence west ten rods; thence north one hundred feet thence  
east ten rods to the place of beginning, except such portion  
as lies in Indiana Street and except a strip of land  
dedded to the city of Lawrence for sewer purposes and  
except a strip of land twelve feet wide on the north side  
of the tract as above described which has been dedded  
to the city of Lawrence for the purpose of a street, to-wit:  
Sixteenth Street

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said  
C. F. Nelson and Hearty Brown 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 subject to mortgage  
to Lawrence Building and Loan Association recorded in  
Book 61, page 178 for \$9300.00. This Grant is intended as a Mortgage to secure the payment of the sum of  
Twenty-five hundred and no/100  
according to the terms of two certain notes this day executed  
and delivered by the said C. F. Nelson and Hearty Brown Nelson to the said part 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 part 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 sales to retain the amount then due for principal and interest, together with the cost and charges  
of making such sales, and the overplus, if any there be, shall be paid by the part making such sale, on demand, to said  
C. F. Nelson heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal

Signed, Sealed and Delivered in the presence of  
C. F. Nelson (SEAL)  
Hearty Brown Nelson (SEAL)  
(SEAL)

STATE OF Kansas ss.  
Douglas County

BE IT REMEMBERED, That on this 11th day of March A. D. 1925, before me,  
Carl Hloog a Notary Public in and for said County and State, came  
C. F. Nelson and Hearty Brown Nelson, his wife  
to me personally known to be

the same person as who executed the foregoing instrument and duly acknowledged 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 August 1st 1926 Carl Hloog Notary Public.

Filed for Record the 11 day of March A. D. 1925, at 11 o'clock A. M.

Joe E. Wellman Register of Deeds.  
Joe E. Wellman Deputy.