

MORTGAGE RECORD 72

505

SAMUEL DOUGLASS STATIONERY CO. KANSAS CITY, MO. 64108

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 5 day of Oct. A.D. 1931, At 11:30 A. M.

W. E. and Mae Nelson

TO

Edwin S. Cunningham

Register of Deeds.
Deputy:

R. H. Rogers

By

Reg. No. 1279
Fee Paid 50¢

THIS INDENTURE, Made this Second day of October in the year of our Lord nineteen hundred and thirty one between

W. E. Nelson and Mae Nelson (his wife)

of Lawrence in the County of Douglas and State of Kansas
of the first part, and R. H. Rogers, of the same place

of the second part.

WITNESSETH, That the said part i.e. of the first part, in consideration of the sum of Two hundred (\$200.)

DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, he has sold and by these presents do grant, bargain, sell and Mortgage to the said part y. 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:

Lot number One hundred and sixty eight (168) on Perry street in addition 2, in that part of the city of Lawrence known as North Lawrence

with all the appurtenances, and all the estate, title and interest of the said part i.e. of the first part therein. And the said

W. E. Nelson and Mae Nelson

do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 the sum of

Two hundred

Dollars, according to the terms of

one certain note this day executed and delivered by the said

W. E. Nelson and Mae Nelson

to the said part y. of the second part and due in three years

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 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 sale to retain the amount then due for principal and interest, together with the cost at 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

parties of the first part, their

heirs and assigns

IN WITNESS WHEREOF, The said part i.e. of the first part has hereunto set their hand and seal the day and year first above written.

Signed, sealed and delivered in presence of

W. E. Nelson

(SEAL)

L. H. Henger

Mae Nelson

(SEAL)

STATE OF KANSAS,

County of Douglas

ss.

BE IT REMEMBERED, That on this 2nd day of October

A. D. 1931 before me Lete F. Kennedy

a Notary Public in and for said County and State,

came W. E. Nelson and Mae Nelson (his wife)

to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

Legal Seal IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written. Jan. 18 1932 Lete F. Kennedy

My Commission Expires

Notary Public.

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 9th day of February A. D. 1940

ATTEST:

R. H. Rogers

This instrument was written on the original M.O. page entered this 2nd day of October 1931
H. H. Henger
Reg. of Deeds.