

Reg. No. 2224
 Fee Paid, \$ 5.00

MORTGAGE RECORD-73

FROM
 John Herbert Nelson and wife

TO
 Harriet E. Tanner

State of Kansas, Douglas County, ss.

This instrument was filed for record on the 1st day of
 Sept. A. D. 1933, at 4:50 o'clock P. M.

Elvis E. Cunningham

Register of Deeds.

By _____, Deputy.

THIS INDENTURE, Made this 1st day of August, in the year of our Lord one thousand nine hundred thirty three, between John Herbert Nelson and Kathryn Nelson, his wife,

of Lawrence in the County of Douglas and state of Kansas, of the first part, and Harriet E. Tanner

of the second part, WITNESSETH, That the said parties of the first part, in consideration of the sum of Two Thousand 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 party of the second part, her 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:

Lots numbered Ten (10) and Eleven (11), in Block Number Four (4), in University Place, an Addition to the City of Lawrence, Douglas County, Kansas;

with 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 owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a MORTGAGE to secure the payment of the sum of Two Thousand DOLLARS, according to the terms of one certain promissory note, this day executed by said parties of the first part

Said note being given for the sum of Two Thousand DOLLARS, dated August 1, 1933, due and payable in five year, from date thereof, with interest thereon from the date thereof until paid, according to the terms of said note, and coupons of \$65.00 Dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note, and coupons thereof attached, and as hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of Four Thousand DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the parties of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above-described premises, and shall bear interest at the rate of 10 per cent per annum. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part of the second part, and all sums paid by the party of the second part, her executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisal hereby waived or not, at the option of the part of the second part, her executors, administrators or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the surplus, if any there be, shall be paid by the part of the second part, her executors, administrators or assigns, to the said parties of the first part, their heirs and assigns.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands and seal, the day and year last above written.

Signed, sealed and delivered in presence of

John Herbert Nelson (SEAL)

Kathryn Nelson (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 30th day of August, A. D. 1933, before me the undersigned a Notary Public in and for said County and State, came John Herbert Nelson and Kathryn Nelson, his wife,

Legal

Seal

(Seal)

to me personally known to be the same person 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.

Geo. W. Kuhne

Notary Public.

(My commission expires Jan 25, 1934.)

This Release was written on the original mortgage entered this 30th day of August, A. D. 1933, at 4:50 P. M. in the office of the Register of Deeds, Douglas County, Kansas.

Elvis E. Cunningham
 Reg. of Deeds.

The following is endorsed on the original mortgage:

1. 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 30th day of August, A. D. 1933.

Attest: *Elvis E. Cunningham*
 Register of Deeds.