

Receiving No. 4229

MORTGAGE RECORD 82

Reg. No. 1052
Fee Paid \$2.50

The World Co., Lawrence, Kansas

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 24 day of

Myron Kent Nelson (single)
TO

April A. D. 1937, At 3:55 P. M.

Frank Fraser Siple

By

Harold A. Beck
Register of Deeds.
Deputy.

THIS INDENTURE, Made this 1st day of April in the year of our Lord nineteen hundred thirty seven between Myron Kent Nelson, a single man

of the first part, and Frank Fraser Siple of the second part.

WITNESSETH, That the said part y of the first part, in consideration of the sum of

One Thousand and no/100

DOLLARS

to him duly paid, the receipt of which is hereby acknowledged, 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:

Lots Nos. Forty One (41), Forty Two (42) and Forty Three (43) on Ames Street, in the City of Baldwin City.

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said party of the first part do hereby covenant and agree that at the delivery hereof he 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.

This grant is intended as a mortgage to secure the payment of the sum of

One Thousand and no/100

Dollars, according to the terms of

one certain note this day executed and delivered by the said

party of the first part

to the said part y 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 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 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 party of the first part, his heirs and assigns

IN WITNESS WHEREOF, The said part y of the first part has herunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in presence of
Joe M. Marshall
Carl SnyderMyron Kent Nelson (SEAL)
Carl Snyder (SEAL)

STATE OF KANSAS,

ss.

Douglas County,

BE IT REMEMBERED, That on this 1st day of April

A. D. 1937 before me A. M. Gardner

a Notary Public in and for said County and State,

came Myron Kent Nelson, a single man

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

(SEAL)

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 Aug. 17, 1940

A. M. Gardner 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 24 day of September A. D. 1941

Attest:

Beatie L. Stewart
*Pauline E. Whitman**Frank Fraser Siple*This Release
As written
on the original
Mortgage
entered
this 24 day
of September
1941
Harold A. Beck
Reg. of Deeds.