

MORTGAGE RECORD 87

Receiving No. 17793

Reg. No. 3469
Fee Paid \$3.75

The World Co., Lawrence, Kansas

FROM Myron K. Nelson and wife, Ethel N. Nelson
TO The Douglas County Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 9 day of July A.D., 1943, At 8:35 A. M.

Harold A. Beck
Register of Deeds.
By Irma Carter Deputy.

THIS INDENTURE, Made this 1st day of July in the year of our Lord nineteen hundred forty three between

Myron K. Nelson and his wife, Ethel N. Nelson
of Lawrence in the County of Douglas and State of Kansas
of the first part, and

The Douglas County Building and Loan Association of the second part.

WITNESSETH, That the said part ies of the first part, in consideration of the sum of Fifteen Hundred and no/100 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 y of the second part its 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. Twenty (20) and Twenty One (21) in Steele's Subdivision of Block No. Eight (8) of Earl's Addition to the City of Lawrence and

Lots Nos. Sixty Three (63) and Sixty Five (65) on Fremont Street, in the City of Baldwin City.

with all the appurtenances, and all the estate, title and interest of the said part ies 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 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 Fifteen Hundred and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said parties 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 its 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 parties of the first part, their heirs and assigns

IN WITNESS WHEREOF, The said part ies of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in presence of Myron K. Nelson (SEAL)
Ethel N. Nelson (SEAL)

STATE OF KANSAS, }
County of Douglas } ss.
BE IT REMEMBERED, That on this 3rd day of July A.D. 1943 before me the undersigned a Notary Public in and for said County and State, came Myron K. Nelson and his wife Ethel N. Nelson to me personally known to be the same persons 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 by official seal on the day and year last above written.
My Commission expires Dec. 31, 1944 Pearl Emick 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 7th day of October A.D. 1944.

Attest: (Corp Seal)
The Douglas County Building and Loan Association
by Pearl Emick Secretary

This release was written on the original mortgage entered day 9 of Oct 1944 Harold A. Beck Reg. of Deeds