

30939

MORTGAGE—Standard Form

(No. 52A)

F. J. Boyles, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 24th day of DecemberA. D., 1946, between Myron K. Nelson and Raymond A. Nelson

And Ethel M. Nelson, wife of Myron K. Nelson,

of Lawrence in the County of Douglas and State of Kansas
of the first part, and Dwight F. Metzler

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of One thousand 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 party 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:

Let eight (8) in block fifteen (15)
in University Place, an Addition
to the City of Lawrence, Douglas County, Kansas

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 One thousand 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 party 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 party 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 costs and charges of making such sale, and the surplus, if any there be, shall be paid by the party making such sale, on demand, to said Parties of the first part, their heirs and assigns

In Witness Whereof, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

STATE OF KANSAS,

Douglas County ss.Be It Remembered, That on this 24 day of December A. D. 1946before me, Ernest Klooz, a Notary Publicin and for said County and State, came Myron K. Nelson and Ethel N.Nelson, his wife, & Raymond A. Nelson

to me personally known to be the same person as 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.

My Commission Expires July 31st 1948

Notary Public

Wardell J. Beck

This mortgage being dissolved, having been paid in full, this mortgage is hereby
discharged, and the lien hereby created is discharged.
Witness my hand and seal this 24th day of December 1946.
Wardell J. Beck Notary Public
My Commission Expires Feb. 3, 1948