

42362 BOOK 59  
(No. 52 A)

**This Indenture,** Made this 5th day of December  
A. D. 1950, between Nellie B. Burton, a widow

of Lawrence in the County of Douglas and State of Kansas  
of the first part, and Harry A. Puckett

of the second part.

**Witnesseth,** That the said part y of the first part, in consideration of the sum of Five Hundred and ten (\$510.00) DOLLARS to her duly paid; the receipt of which is hereby acknowledged, has sold and by these presents does grant, bargain, sell and Mortgage to the said part x 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 No. 142 New Jersey Street in Lawrence in Douglas county, Kansas

with all the appurtenances, and all the estate, title and interest of the said part y of the first party therein.

And the said Nellie B. Burton does hereby covenant and agree that at the delivery hereof she 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 five hundred and ten (\$510.00) Dollars, according to the terms of a certain promissory note this day executed and delivered by the said Nellie B. Burton to the said part x of the second part Harry A. Puckett.

Said mortgage to bear interest at the rate of six per cent per annum. Said interest to be paid semi annually. This mortgage is to be paid at rate of \$15.00 per month 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 costs and charges of making such sale, and the overplus, if any there be, shall be paid, by the part y making such sale, in demand, to said Nellie B. Burton her heirs and assigns.

**In Witness Whereof,** The said part y of the first part has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of, Nellie B. Burton (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS (SEAL)  
Douglas County

Be It Remembered, That on this 5th day of December A. D. 1950 before me, DERRY E. HARRIS, a Notary Public in and for said County and State, came Nellie B. Burton, a widow 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.

Derry E. Harris Notary Public  
My Commission expires March 6th 1952

Recorded December 10, 1950 at 4:50 P.M. 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 2d day of Jan. 1954

Harry A. Puckett

1, the  
ther  
11 d