

## MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. Journal Co. Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this thirteenth day of February in the year of our Lord, nineteen  
hundred and four, between J. E. Wells and Stella E. Wells (his wife)  
of Laurance in the County of  
Douglas and State of Kansas, of the first part, and Treasurer of Kansas Yearly  
Meeting of the Society of Friends of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
One 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 part 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: The West Fifty (50) acres of the North half (1/2) of  
the North East quarter (1/4) of Section Thirty Six (36) Township Thirteen (13) Range  
Nineteen

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said  
J. E. Wells and Stella E. Wells 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  
One thousand Dollars  
according to the terms of one certain Notes of this day executed  
and delivered by the said J. E. Wells and Stella E. Wells to the said part of the second part  
his heirs or assigns

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, 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 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 sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the overplus, if  
any there be, shall be paid by the part making such sale, on demand, to said J. E. Wells  
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

J. E. Wells [SEAL-]

Stella E. Wells [SEAL-]

[SEAL-]

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 2<sup>d</sup> day of Febry A. D. 1904, before me  
John M. Newlin a Notary Public in and for said County and State, came  
J. E. Wells and Stella E. Wells  
to me personally known to be the same  
person, who executed the foregoing instrument 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 April 11 1904

John M. Newlin  
Notary Public.

Filed for Record the 2<sup>d</sup> day of February A. D. 1904, at 11<sup>25</sup> o'clock P.M.

A. W. Armstrong Register of Deeds.

By J. C. Lawrence Deputy.