

MORTGAGE RECORD NO. 60

The following is endorsed on the original instrument. 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 14th day of April A. D. 1922

Attest: J. O. Wells, Register of Deeds

This Indenture, Made this 30th day of September in the year of our Lord one thousand nine hundred and twenty-two, between F. O. Wells and Vivian L. Wells, his wife, of Douglas and State of Kansas, of the first part, and W. E. Youstey of the second part:

WITNESSETH That the said part of the first part, in consideration of the sum of Six thousand nine hundred thirty five and 00/100 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 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 South one-half (1/2) of the South East Quarter (1/4) (1/2) acre for school house, of Section Twenty one (21), Township Thirteen (13), Range Twenty two (21).

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said F. O. Wells and Vivian L. Wells do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 \$6935.00 Dollars according to the terms of said certain note this day executed and delivered by the said F. O. Wells and Vivian L. Wells to the said part 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 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 F. O. Wells his heirs and assigns.

IN WITNESS WHEREOF, The said part of the first part hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of F. O. Wells (SEAL) Vivian L. Wells (SEAL)

STATE OF Kansas Leavenworth County

BE IT REMEMBERED, That on this 30th day of September A. D. 1922, before me, J. O. McNaughton, a Notary Public in and for said County and State, came F. O. Wells and Vivian L. Wells, his wife

(to be) to me personally known to be the same person who executed the foregoing instrument and duly acknowledged 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 June 30th 1923 J. O. McNaughton Notary Public.

Filed for Record the 7th day of Nov. A. D. 1922 at 9:40 o'clock a.m. Estelle D. Rothaupt, Deputy Register of Deeds

the year of our Lord... in the County of... of the second part; of the sum of... DOLLARS... grant, bargain, or parcel of land... with all the appurtenances, and all the estate, title and interest of the said part... do hereby covenant and agree that at the delivery hereof... This Grant is intended as a Mortgage to secure the payment of the sum of... according to the terms of... and delivered by the said... 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... IN WITNESS WHEREOF, The said part... Signed, Sealed and Delivered in the presence of... STATE OF Kansas Leavenworth County BE IT REMEMBERED, That on this... before me, a Notary Public in and for said County and State, came... to me personally known to be the same person who executed the foregoing instrument and duly acknowledged 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... Notary Public. Filed for Record the... at... o'clock... Deputy.