

# MORTGAGE RECORD No. 79

421

State of New York )  
County of New York )SS.

Be It Remembered that on this 23 day of Oct., 1935 before me, the undersigned, a Notary Public in and for said County and State, came Henry B. McCurdy and Theodora Whitwell McCurdy, his wife, who are personally known to me to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

H. W. Myers  
Notary Public  
Hassau County No. 850  
New York County No. 488  
New York County Registers No. 61270  
Commission Expires March 30th, 1936

(SEAL)

Recorded Oct. 25, 1935 at 1:45 P.M.

*Harold A. Buck* Register of Deeds.

Receiving No. 1401

## MORTGAGE

THIS INDENTURE, Made this 25<sup>th</sup> day of October in the year of our Lord one thousand nine hundred thirty-five between Ernest E. Fellers and Nina Fellers, his wife, of Lawrence, in the County of Douglas and State of Kansas, of the first part, and Dean A. McGee of Bartlesville, Oklahoma, of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of TWO THOUSAND DOLLARS (\$2,000.00)-- 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:

The south one-half of the southeast quarter of section 23 - in township 14 south, range 19 east of the sixth principal meridian and containing in all 80 acres of land more or less, according to government survey

with all the appurtenances, and all the estate, title and interest of said parties of the first part therein. And the said Ernest E. Fellers and Nina Fellers 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, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of TWO THOUSAND DOLLARS (\$2,000.00)-- according to the terms of one certain promissory note this day executed and delivered by the said Ernest E. Fellers to the said party of the second part, payable at \_\_\_\_\_ as follows, to-wit:

with interest thereon, as provided in said notes, and this conveyance shall be void if such payments be made as herein specified. But if default be made in 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 party of the second part his executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the party of the second part his executors, administrators or assigns; 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 party making such sales, on demand, to the said Ernest E. Fellers and Nina Fellers, husband and wife, their heirs and assigns.

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

Signed, sealed and delivered in presence of  
R. E. Melvin

Ernest E. Fellers  
Nina Fellers

STATE OF KANSAS, )  
DOUGLAS County, ) ss.

BE IT REMEMBERED, That on this 25<sup>th</sup> day of October A.D. 1935 before me, R. E. Melvin, a Notary Public in and for said County and State, came Ernest E. Fellers and Nina Fellers, husband and wife, to me personally known to be the same persons who executed the within 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.

(SEAL) My Commission Expires April 5, 1938

R. E. Melvin  
Notary Public.

Recorded October 25, 1935 at 4:15 P.M.

*Harold A. Buck* Register of Deeds.

Receiving No. 1408

## RELEASED DEED

WHEREAS, Roy V. Vance and May Vance, his wife by their certain mortgage dated April 1, 1910, recorded in Book 57 at page 258 of the mortgage records of Douglas County, Kansas, conveyed and mortgaged unto The Liberty Joint Stock Land Bank of Salina, Kansas, certain real estate therein described located in Douglas County, State of Kansas, to secure the sum of \$5,000.00 and

WHEREAS, on March 14, 1922, pursuant to an order and resolution of the Federal Farm Loan Board, the name of The Liberty Joint Stock Land Bank of Salina, Kansas, was duly and legally changed to The Liberty Joint Stock Land Bank of Kansas City, Missouri, and on May 18, 1922, pursuant to an order and resolution of the Federal Farm Loan Board, the name of The Liberty Joint Stock Land Bank of Kansas City, Missouri, was duly and legally changed to Kansas City Joint Stock Land Bank of Kansas City, Missouri, and

WHEREAS, H. M. Langworthy was duly and regularly appointed Receiver of said Kansas City Joint Stock Land Bank of Kansas City, Missouri by the Federal Farm Loan Board on February 8, 1928, effective at the

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 hereby created thereby is null and void.  
As witness my hand this 26<sup>th</sup> day of June A. D. 1942

*Dean A. McGee*  
A. D. 1942

*H. C. Cotten*  
Notary Public

THIS RELEASED DEED  
is the original  
of the original  
instrument  
entered  
this 26<sup>th</sup> day  
of June  
1942  
at Kansas City,  
Missouri  
H. C. Cotten  
Notary Public