

MORTGAGE RECORD No. 79

Reg. No. 675 -
Fee Paid \$1.25 -

Receiving No. 2607 -

KANSAS MORTGAGE

THIS MORTGAGE, Made this 27th day of June, in the year of our Lord Nineteen Hundred Thirty-six, between WILLIAM H. WELLS, of Lawrence, in the County of Douglas and State of Kansas, of the first part, and CONOCO EMPLOYEES KANSAS CITY CREDIT UNION, A Missouri Corporation, having its office in Kansas City, Missouri, party of the second part.

WITNESSETH: That the said party of the first part, in consideration of the sum of Four Hundred Seventy-four Dollars (\$474.00) to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does grant, bargain, sell and Mortgage to the said party of the second part, its successor 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:

Beginning at a stone 415.2 feet west and 53 feet south of the northeast corner of the northeast quarter (NE $\frac{1}{4}$) of Section 19, Township 12 South, Range 20 East; thence south parallel with the east line of said quarter section 75 feet to a stone; thence east parallel with the north line of said quarter section 339.9 feet to a stone on the west R. W. of the highway; thence northwesterly on the R. W. and on a curve of 200.9 feet radius to point of intersection with south R.W. of east and west highway (said point being 233.9 feet west and 33 feet south of northeast corner of northeast Quarter (NE $\frac{1}{4}$); thence west 181.3 feet to point of beginning, containing 5/10 acres, more or less --

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. AND the said WILLIAM H. WELLS does hereby covenant and agree that at the delivery hereof he 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 whatsoever.

This grant is intended as a mortgage to secure the payment of the sum of Four Hundred Seventy-four (\$474.00) Dollars, according to the terms of one certain promissory note this day executed and delivered by the said WILLIAM H. WELLS to the said party of the second part, CONOCO EMPLOYEES KANSAS CITY CREDIT UNION, Kansas City, Missouri, 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, or its successors 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 WILLIAM H. WELLS, his heirs and assigns.

ELIZABETH WELLS, wife of the above William H. Wells, hereby joins in the above instrument and pledges any and all interest that she may have in the above described property, as the wife of William H. Wells, to the payment of the obligation undertaken by her said husband, and hereby gives her consent that he may mortgage the above described real estate as he has done.

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

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

Wm. H. Wells
Elizabeth Wells

STATE OF KANSAS,)
DOUGLAS COUNTY,) ss.

BE IT REMEMBERED, That on this 27th day of June, A.D. 1936 before me, R. E. Melvin, a Notary Public in and for said County and State, came WILLIAM H. WELLS and ELIZABETH WELLS, to me personally known to be the same persons 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 written.

(SEAL) My Commission Expires April 5 1936
R. E. Melvin
Notary Public

Recorded June 27, 1936 at 4:45 P.M.

Harold A. Beck

Register of Deeds.

Receiving No. 2608 -

KANSAS MORTGAGE

Reg. No. 676 -
Fee Paid \$1.25

THIS MORTGAGE, Made this 27th day of June, in the year of our Lord Nineteen Hundred Thirty-six, between WILLIAM H. WELLS of Lawrence, in the County of Douglas and State of Kansas, of the first part, and CONTINENTAL OIL COMPANY, A Delaware Corporation, and having an office in Kansas City, Missouri, party of the second part.

WITNESSETH, That the said party of the first part, in consideration of the sum of Five Hundred Twenty-six (\$526.00) Dollars to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does grant, bargain, sell and Mortgage to the said party of the second part, its successors 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:

Beginning at a stone 415.2 feet west and 53 feet south of the northeast corner of the northeast quarter (NE $\frac{1}{4}$) of Section 19, Township 12 South, Range 20 East; thence south parallel with the east line of said quarter section 75 feet to a stone; thence east parallel with the north line of said quarter section 339.9 feet to a stone on the west R.W. of the highway; thence northwesterly on the R.W. and on a curve of 200.9 feet radius to point of intersection with south R. W. of east and west highway (said point being 233.9 feet west and 33 feet south of northeast corner of northeast quarter (NE $\frac{1}{4}$); thence west 181.3 feet to point of beginning, containing 5/10 acres, more or less --

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

And the said WILLIAM H. WELLS does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein.

For Release See Book 83 page 230

For Release See Book 83 page 231