

Receiving No. 1205

## MORTGAGE RECORD 82

Reg. No. 283  
Fee Paid \$1.75

The World Co., Lawrence, Kansas

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 23 day of  
September A. D. 1935, At 4:10 P. M.

TO

By Harold A. Beck  
Register of Deeds.  
Deputy.THIS INDENTURE, Made this 23d day of September in the year of our Lord nineteen hundred  
thirty five between J. H. Wells and Maggie Belle Wells, his wifeof Lawrence in the County of Douglas and State of Kansas  
of the first part, and J. M. Boyd  
of the second part.WITNESSETH, That the said parties of the first part, in consideration of the sum of  
Seven Hundred (\$700.00) 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 Y 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 Forty five (45) feet of Lot Number Nine (9), Christian's Subdivision of  
Block Number Ten (10), Lane's Second Addition to the City of Lawrence.with all the appurtenances, and all the estate, title and interest of the said part 109 of the first part therein. And the said  
J. H. Wells and Maggie Belle 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  
Seven Hundred (\$700.00) Dollars, according to the terms of  
one certain note this day executed and delivered by the said  
J. H. Wells and Maggie Belle Wells  
to the said part Y of the second part J. M. Boydand 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 con-  
veyance 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 cost  
and charges of making such sale, and the overplus, if any there be, shall be paid by the part Y making such sale, on demand, to said  
J. H. Wells and Maggie Belle Wells their heirs and assignsIN WITNESS WHEREOF, The said part 109 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. H. Wells (SEAL)

Maggie Belle Wells (SEAL)

STATE OF KANSAS,

ss.

BE IT REMEMBERED, That on this 23d day of September  
A. D. 1935 before me, Frank Fox  
came J. H. Wells and Maggie Belle Wells his wife

(SEAL)

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.

My Commission expires July 7, 1936 Frank Fox Notary Public.

## 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 22nd day of May A. D. 1940

Attest: Frank FoxJ. M. BoydThis Release  
was written  
on the original  
Mortgage :  
entered  
this 22nd day  
of May  
1940  
Harold A. Beck  
Reg. of Deeds