

Receiving No. 1953

## MORTGAGE RECORD 82

Reg. No. 491

Fee Paid \$2.00

The World Co., Lawrence, Kansas

FROM

Charles W. Wells et al  
TO

Gertrude L. Clark

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 14 day of  
February A. D. 1936. At 2:55 P. M.Harold A. Beck  
Register of Deeds.  
Deputy.

By \_\_\_\_\_ Deputy.

THIS INDENTURE, Made this 29<sup>th</sup> day of January in the year of our Lord nineteen hundred  
thirty-six between Charles W. Wells and Minnie Wells, husband and wife,of near Lawrence in the County of Douglas and State of Kansas  
of the first part, and Gertrude L. Clark, of Odell, Hood River county, State of Oregon

of the second part.

WITNESSETH, That the said part 1<sup>st</sup> of the first part, in consideration of the sum of

EIGHT HUNDRED AND NO/100 (\$800.00)

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 2<sup>nd</sup> of the second part her 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 northeast quarter of section 36, township 13, range 19, and containing  
80 acres of land more or less.with all the appurtenances, and all the estate, title and interest of the said part 1<sup>st</sup> of the first part therein. And the said

Charles W. Wells

do 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

This grant is intended as a mortgage to secure the payment of the sum of

EIGHT HUNDRED

Dollars, according to the terms of

one certain promissory note this day executed and delivered by the said

Charles W. Wells

to the said part 2<sup>nd</sup> of the second partand 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 2<sup>nd</sup> of the second part  
her 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 1<sup>st</sup> making such sale, on demand, to said  
Charles W. Wells his heirs and assignsIN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year  
first above written.Signed, sealed and delivered in presence of  
R. E. MelvinCharles W. Wells (SEAL)  
Minnie Wells (SEAL)

STATE OF KANSAS,

ss.

BE IT REMEMBERED, That on this 1<sup>st</sup> day of February  
A. D. 1936 before me R. E. Melvin a Notary Public in and for said County and State,  
came Charles W. Wells and Minnie Wells, husband and wife,

(SEAL)

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 above written.

My Commission expires April 5, 1938 R. E. Melvin 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 24<sup>th</sup> day of July A. D. 1937.Attest: Murriel Beadell  
A. D. Johnson

Gertrude L. Clark

This Release  
was written  
on the original  
Mortgage.entered  
this 10 day  
of July  
1937

Harold A. Beck

Register of Deeds.

Deputy.