

MORTGAGE

THIS INDENTURE, Made this 29 day of April, A.D. 1937 between Dana Kidd and Hilda Kidd, his wife, of Eudora in the County of Douglas and State of Kansas of the first part, and the EUDORA OIL COMPANY a Partnership, of the second part.

Witnesseth, that the said parties of the first part in consideration of the sum of EIGHT HUNDRED NINETY SIX DOLLARS (\$896) 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 or its assigns, forever, a certain piece or parcel of land, situated in the City of Eudora, County of Douglas and State of Kansas, described as follows, to-wit:

LOT Numbered TEN (10) in BLOCK Numbered ONE HUNDRED SIXTY EIGHT (168)

with all the appurtenances, and all the estate, title and interest of parties of the first part therein. And the said Dana Kidd and his wife Hilda Kidd 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 EIGHT HUNDRED NINETY SIX DOLLARS (\$896.), according to a certain promissory note, this day executed and delivered to the party of the second part and which is made a part hereof

(COPY)

\$896.00 Eudora, Kansas, April 29 1937
For value received we promise to pay to THE EUDORA OIL COMPANY or order the Sum of EIGHT HUNDRED NINETY SIX DOLLARS at its office in Eudora, Kansas. In installments payable as follows, to-wit:

TWENTY FIVE DOLLARS on the First day June, 1937 and TWENTY FIVE DOLLARS on the first day of Each Succeeding Month Thereafter, Up to and including the First day of April, 1939, and THREE HUNDRED ELEVEN DOLLARS on the First day of May, 1939, with interest from Maturity until paid at Rate of Eight Per Cent per Annum.

Dana Kidd
Hilda Kidd

Now if said parties of the FIRST part shall pay or cause to be paid to the PARTY of the Second part, or its assigns, said sum of money in the above note, according to the terms and tenor of the same and in the manner described; and keep the building erected upon the land conveyed above, insured against loss by fire, in at least the sum of ONE THOUSAND DOLLARS (\$1000.00) and assign the policy thereon to the said Party of the Second part then this conveyance shall be void. But if said sum or sums of money, or any part thereof, is not paid when the same is due; and if the taxes and assessments of every nature which are or may be assessed or levied against said premises are not paid when the same are by law made due and payable; and if said insurance is not effected and the policy assigned, as aforesaid, and upon default of these provisions and covenants, or any or either of them, the whole of said sum and sums, shall, by these presents become due and payable, and this conveyance shall become absolute, and it shall be lawful for the said Party of the Second part, or its assigns, at any time thereafter, to sell the premises hereby granted, in the manner prescribed by law; and out of all the moneys arising from such sale to retain the amount then due, together with the costs and charges of making such sale, and the overplus, if any therebe, shall be paid by the party making such sale, on demand, to said Dana Kidd and Hilda Kidd their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the First Part have hereunto set their hands and seals the day and year first above written.

Dana Kidd
Hilda Kidd

STATE OF KANSAS
Douglas County ss.

Be it Remembered, That on this 29 day of April A.D. 1937 before me R. C. OGDEN, a NOTARY PUBLIC in and for said County and State, came DANA KIDD and HILDA KIDD, his wife 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.

R. C. Ogden
Notary Public

(SEAL) My Commission Expires October 9th. 1940

Recorded April 30, 1937 at 8:40 A.M.

Harold A. Beck Register of Deeds.

Receiving No. 4278

(The following is endorsed on the original mortgage recorded in Book 76 at Page 517)

ASSIGNMENT

For Value Received, the undersigned owner of the within mortgage, does hereby assign and transfer the same to George Francois

(CORP. SEAL)

LAWRENCE NATIONAL BANK
LAWRENCE, KANSAS
Geo. W. Kühne Cashier

STATE OF Kansas)
COUNTY OF Douglas) SS:

BE IT REMEMBERED, that on this 3rd day of December A.D. 1932 before me, the undersigned, a Notary Public in and for said County and State, came Geo. W. Kühne Cashier of Lawrence National Bank the mortgage named in the foregoing mortgage to me known to be the same person as executed the foregoing assignment of such mortgage, and such person duly acknowledged execution of said assignment.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal the day and year last above written.

W. A. Schaal
Notary Public

(SEAL) My Commission Expires April 25 1935

Recorded May 3, 1937 at 4:40 P.M.

Harold A. Beck Register of Deeds.

Recorded
May 26 1938
Harold A. Beck
Register of Deeds

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 29 day of April 1938
Harold A. Beck
Register of Deeds