

MORTGAGE RECORD 83

Receiving No. 5057.

RELEASE OF REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That the CONTINENTAL OIL COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, with its principal office at Ponca City, in the State of Oklahoma, does hereby acknowledge that the certain instrument of mortgage bearing date the 27th day of June, 1936, made and executed by WILLIAM H. WELLS and ELIZABETH WELLS, his wife, of Lawrence, in the County of Douglas and State of Kansas, to the CONTINENTAL OIL COMPANY, a Delaware corporation, having an office in Kansas City, Missouri, and recorded in the office of the Register of Deeds in and for the County of Douglas, in the State of Kansas, in Book numbered 79, at page numbered 561, of the records of said office, is satisfied, the note and indebtedness thereby secured having been settled and paid, and the Register of Deeds is hereby authorized and directed to discharge such mortgage of record and, after the record of this instrument, to make a minute of the discharge of such mortgage of record upon the margin of the records thereof, in accordance with the provisions of the statute in such case made and provided.

IN TESTIMONY WHEREOF, the said CONTINENTAL OIL COMPANY has caused this instrument to be signed by its Vice President and attested by its Assistant Secretary, and the seal of said corporation to be hereto affixed this 2nd day of October, 1937.

ATTEST: (CORP. SEAL)
A.C. Frazier
Assistant Secretary

CONTINENTAL OIL COMPANY
By W.W. Bruce
Vice President

STATE OF OKLAHOMA }
COUNTY OF KAY } SS

BE IT REMEMBERED, That on this 2nd day of October, 1937, before me, the undersigned, a Notary Public within and for the county and state aforesaid, came W.W. Bruce, Vice President of the CONTINENTAL OIL COMPANY, a corporation duly organized, incorporated and existing under the laws of the State of Delaware, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument of writing, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereto subscribed my name and affixed my official seal on the day and year last above written.

(SEAL) My commission expires: July 27, 1939

Cleo V. Jones
Notary Public.

Recorded October 14, 1937 at 2:35 P.M.

Narrell A. Beck

Register of Deeds.

Receiving No. 5058.

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Frances Tindal Dolen and H.X. Dolen, her husband (Grantors), of the County of Douglas, and State of Kansas, for and in consideration of the sum of Nine Hundred and no/100 (\$900.00) - Dollars, in hand paid by THE AETNA BUILDING AND LOAN ASSOCIATION, of Topeka, Kansas, (Grantee), do hereby sell and convey unto the said The Aetna Building and Loan Association, and its successors, or assigns, the following-described premises, situated in the County of Douglas, and the State of Kansas, to wit:

The West One hundred sixty (160) feet of the North Fifty (50) feet of Lot Fifteen (15) in Block Four (4), in that part of the City of Lawrence, Kansas, known as South Lawrence.

TO HAVE AND TO HOLD, the above granted premises, with all the improvements thereon and appurtenances thereto belonging, unto the said Grantee and its successors or assigns forever.

And the said Grantors for themselves and their heirs, executors, administrators, and assigns, covenant with the said Grantee and its successors, or assigns, that the said premises are free and clear from any and all encumbrance, and that they have a good right and lawful authority to convey and mortgage the same, and that they will warrant and defend the title thereto against the lawful claims of any and all persons whomsoever.

THE CONDITIONS OF THIS MORTGAGE ARE SUCH, That whereas the said Grantors are the owners of One & four-fifths installment shares, Class "DL", of the said The Aetna Building and Loan Association, and do hereby transfer and assign said shares to said Association as additional security for the aforesaid indebtedness, and hereby covenant, promise, and agree to do and perform all things which the By-Laws of said Association require of its shareholders and borrowers, and do hereby further promise to pay to said Association on said shares and loan the sum of Nine and 27/100 (\$9.27) - Dollars per month on or before the twentieth day of each and every month until the aforesaid indebtedness shall have been paid in full according to the provisions of the by-laws, and in accordance with the terms of a certain promissory note in writing this day given by the grantors to the grantee, in which grantors have agreed to pay the sum hereinbefore mentioned in monthly installments, as set out and described in detail in said note, the conditions of which said note are by reference made a part hereof.

And the said Grantors for themselves & their heirs, executors, administrators, and assigns, hereby further promise and agree that if at any time the above-described real estate be not occupied by the then owners thereof as a homestead, the rents and profits accruing from the use thereof are hereby assigned to the said The Aetna Building and Loan Association to be collected by it, and all or so much as may be necessary of the money so collected may be used and applied by it in liquidation of the above obligation, according to the terms of the note hereinbefore referred to, the balance, if any, to be turned over to the legal owner of said real estate.

NOW, if the said Grantors, their heirs, executors, administrators, or assigns shall well and truly pay the aforesaid note according to the tenor thereof, and all assessments, dues and fines, if any, and shall keep said premises insured against fire and tornado in an amount equal, at least, to the amount of the loan, and deliver the policies covering said insurance in such form and in such companies as shall be acceptable and satisfactory to the said Association, and shall pay all taxes, rates, liens, charges and assessments upon or against such property and keep the same in good repair, and do and perform all things which the By-Laws of said Association require of its shareholders and borrowers as hereinbefore provided, then this mortgage shall be null and void; otherwise to remain in full force and virtue in law.

It is further agreed that, in case default be made in the payment of such sums of money, or any part thereof, as hereinbefore specified, or if the taxes, rates, insurance, liens, charges and dues assessed or charged on the above real estate shall remain unpaid for the period of six months after the

This was written on the original mortgage this 3rd day of October 1937

Narrell A. Beck
Register of Deeds

Page 2252
\$2.25

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NOW, if the said Grantors, their heirs, executors, administrators, or assigns shall well and truly pay the aforesaid note according to the tenor thereof, and all assessments, dues and fines, if any, and shall keep said premises insured against fire and tornado in an amount equal, at least, to the amount of the loan, and deliver the policies covering said insurance in such form and in such companies as shall be acceptable and satisfactory to the said Association, and shall pay all taxes, rates, liens, charges and assessments upon or against such property and keep the same in good repair, and do and perform all things which the By-Laws of said Association require of its shareholders and borrowers as hereinbefore provided, then this mortgage shall be null and void; otherwise to remain in full force and virtue in law.

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