

## MORTGAGE RECORD 90

Reg. No. 3980  
Fee Paid \$4.25Recording No. 22024  
The Wichita Co., Lawrence, Kansas

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 8 day of

November A.D. 1944, At 1:55 P.M.

By Harold A. Paul Register of Deeds.

By Deputy.

THIS INDENTURE, Made this \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord nineteen hundred and forty-four between  
Minnie O. Wells (Widow) William H. Wells (Single Man)  
 of Lawrence in the County of Douglas and State of Kansas  
 of the first part, and Frank Weighoffer of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of One Thousand Seven Hundred and no/100 (\$1700.00) 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 party 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:

Lot 7  
 in Block 22  
 Sinclair Addition,  
 City of Lawrence Kan

The first parties agree to keep the buildings on said lot insured in some reliable Insurance Company in an amount not less than \$1700.00

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part 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~~  
One Thousand Seven Hundred (\$1700.00) Dollars, according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said party of the second part his heirs, executors, administrators and assigns 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 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 party making such sale, on demand, to said parties of the first part heirs and assigns

IN WITNESS WHEREOF, The said parties 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

Minnie O. Wells (SEAL)William H. Wells (SEAL)

STATE OF KANSAS, } ss. BE IT REMEMBERED, That on this 25th day of October  
~~XXXXXX~~ Douglas County }  
 A.D. 1944 before me the undersigned \_\_\_\_\_ a Notary Public in and for said County and State, came Minnie O. Wells (Widow) William H. Wells (single man)

(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 July 7 1945 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 14 day of Feb A.D. 1946

Attest:  
H. J. Grant  
Minnie Paulsford

Frank X. Weighoffer  
his mark

This release was written on the original mortgage entered this 14 day of Feb 1946

Harold A. Paul  
 Reg. of Deeds  
Harold A. Paul  
 Deputy