

47003

BOOK 102

MORTGAGE—Standard Form

No. 52 A

F. J. Boyles, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture,

Made this 16th day of August

A. D., 19 52, between Lulu M. Brown McKinney and Elmer E. McKinney, her husband

of Wellsville in the County of Franklin and State of Kansas
of the first part, and The Wellsville Bank

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of TWENTY FOUR HUNDRED FIFTY & No/100 ----- DOLLARS to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do grant, bargain, sell and Mortgage to the said part Y of the second part, its successors 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 West half of a tract of land described as follows Beginning at a point 80.1 feet East of the Southwest corner of the Southwest Quarter of Section Three (3), Township Fifteen (15), Range twenty one (21), thence East parallel with Right of Way of Highway No. 50, 208 feet, thence North 208 feet, thence West 208 feet, thence South 208 feet to place of beginning, containing one acre more or less

with all the appurtenances, and all the estate, title and interest of the said part ies 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 whatsoever

This grant is intended as a mortgage to secure the payment of Twenty Four Hundred Fifty & No/100 - - - 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 part Y of the second part said note to bear interest at the rate of six percent per annum

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 part Y of the second part its successors 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 costs 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 parties of the first part their heirs and assigns.

In Witness Whereof, The said part ies of the first part ha ve hereunto set their hand s and seal s the day and year first above written.

Signed, Sealed and delivered in presence of

Lulu M. Brown McKinney (SEAL)
Elmer E. McKinney (SEAL)

STATE OF KANSAS,
FRANKLIN County, } ss.



Be It Remembered, That on this 16th day of August A. D. 19 52

before me, H. E. De Tar a Notary Public in and for said County and State, came Lulu M. Brown McKinney and Elmer E. McKinney, her husband

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.

H. E. De Tar Notary Public

My Commission expires February 12th 19 53

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Lulu M. Brown
Elmer E. McKinney