

47653 BOOK 102

MORTGAGE - Standard Form (No. 52 B) F. J. BOYLES, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture,

Made this 1st day of November A. D. 1952, between Claude R. Sanders and Gertrude Sanders, his wife

of Palmyra Township, in the County of Douglas and State of Kansas of the first part, and The Wellsville Bank

Witnesseth, That the said parties of the first part, in consideration of the sum of **TWENTY SIX HUNDRED & No/100** 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 its successors 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:

South half of the Northwest Quarter of Section Five (5), Township Fifteen (15), Range Twenty one (21), East of 6th P. M.

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 whatsoever

This grant is intended as a mortgage to secure the payment of **Twenty Six Hundred & 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 party of the second part said note to bear interest at five 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 party of the second part its successors heirs 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 party of the first part making such sale, on demand, to said parties of the first part their 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
Claude R. Sanders (SEAL)
Gertrude Sanders (SEAL)

STATE OF KANSAS, Franklin County



Be It Remembered, That on this 29th day of October A. D. 1952 before me, H. E. De Tar, a Notary Public in and for said County and state, came Claude R. Sanders and Gertrude Sanders, his wife to me personally known to be the same persons who executed the within 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.
February 12th 1953
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 29th day of April 1953.

ATTEST: J. H. Cramer Asst Cashier The Wellsville Bank
L. W. Hostetter Pres. (Corp. Seal)