

This Indenture,

Made this 23RD day of June

A. D., 1953, between E.
C. R. Whitley and Naoma Whitley, his wife

of Baldwin in the County of Douglas 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 FIVE THOUSAND NINE HUNDRED EIGHTY & 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 part y 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 Eighty five (85) feet of Lots
126, 127 and 129 Jersey Street, Baldwin, Kansas

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 Five Thousand Nine Hundred Eighty & 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 ~~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 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 have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

C. R. Whitley (SEAL)
Naoma E. Whitley (SEAL)
(SEAL)

STATE OF KANSAS }
FRANKLIN County } ss.

Be It Remembered, That on this 23RD day of June A. D. 1953

before me, H. E. DETER, a Notary Public

in and for said County and State, came

C. R. Whitley and Naoma Whitley, 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.

My commission expires FEB-12-1957

H. E. DETER Notary Public

Recorded June 24, 1953 at 9:38 A. M.

Handwritten signature/initials