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49538 BOOK 104

MORTGAGE—Standard Form

(No. 52 B)

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

This Indenture,

Made this 17th day of October 1953

A. D., 1953, between Fred Calvin Purvis and Mildred L. Purvis, his wife

of Mesilla Park in the County of _____ and State of New Mexico
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 FORTY FIVE HUNDRED & 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:

All of Lots One Hundred Sixty nine (169) and
One Hundred Seventy One (171), on High Street
Hogan's Addition to Baldwin City, 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 Forty Five 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 part y of the second part with 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

Fred C. Purvis (SEAL)
Mildred L. Purvis (SEAL)
(SEAL)

NEW MEXICO
STATE OF ~~MISSOURI~~

Dona Ann County.) ss.

Be It Remembered, That on this 22 day of June A. D. 1953
before me, William A. Mason, a Notary Public
in and for said County and State, came Fred Calvin Purvis and
Mildred L. Purvis, his wife



to me personally known to be the same person s 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.

William A. Mason Notary Public

Howard T. Beck Register of Deeds