

This Indenture,Made this 21stday of JanA. D. 1955, between Wilbur Earl Davault and Norma June Davault his wifeof Baldwin, in the County of Douglas and State of Kansas
of the first part, and The Wellsville Bank

party

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum ofFourteen Hundred Sixteen & 54/100

DOLLARS

to 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 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:All of Lots One Hundred Sixty Nine (169) and One Hundred Seventy One (171), on High StreetHogan's Addition to Baldwin City, Kansaswith all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein.And the said first partiesdo 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 excepting one certain mortgage to The Wellsville Bank, Wellsville Kansas for \$4500.00 as recorded in book 105 of Mortgages at page 448This grant is intended as a mortgage to secure the payment of Fourteen Hundred Sixteen & 54/100 Dollars, according to the terms of one certain Note this day executed and delivered by the said first parties to thesaid part y of the second part with interest at the rate of 6% payable semiannually with annual principle payment of \$100.00and 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 ies of the second part its 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 costs and charges of making such sale, and the surplus, if any there be, shall be paid by the part y making such sale, on demand, to said first parties their heirs and assignsIn Witness Whereof, The said part ies 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

Wilbur Earl Davault (SEAL)
Norma June Davault (SEAL)
(SEAL)

STATE OF KANSAS,

Franklin CountyBe It Remembered, That on this 21 st day of Jan A. D. 1955before me, J. H. Cramer, a Notary Publicin and for said County and state, came Wilbur Earl Davault and Norma June Davault, 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 May 14 1955

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Notary Public



Recorded February 1, 1955 at 10:00 A. M.

at Fast.

The note herein described having been paid in full, this mortgage is hereby discharged, and the lien hereby created discharged. As witness my hand this 20th day of March, 1955.

Attest: J. W. LeTag, Cashier

Notary Seal

The Wellsville Bank

By J. W. Hostetter, Sec'y