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57949 Book 111

MORTGAGE

310-3 Crane & Co., Stationers Office Outfitters, Legal Blanks, Topeka, Kansas

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THIS INDENTURE, Made this 3rd day of November, A. D. 1955,

between Harold E. Haney and Marjorie A. Haney, his wife.

of Douglas County, in the State of Kansas, of the first part,

and The Wellsville Bank

of Franklin County, in the State of Kansas, of the second part;

WITNESSETH, That said part Ies of the first part, in consideration of the sum of THIRTY FIVE HUNDRED & NO/100 DOLLARS,

the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell, and Convey unto said part V. successors of the second part, its heirs and assigns, all the following-described real estate, situated in Douglas County and State of Kansas, to wit:

The East Forty four & 66/100 acres of the South half and the East Thirty Four & 66/100 acres of the North half of the Southeast Quarter of Section Four (4), Township Fifteen (15), Range Twenty one (21), exceeding tract conveyed to the State for highway purposes on south side of land under date of July 27, 1937.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said

Harold E. Haney and Marjorie A. Haney

have this day executed and delivered their certain promissory note in writing to said part V. of the second part, of ~~xx~~ due the 1st day of ~~xx~~ 19~~xx~~ said note of even date herewith and in the amount of \$3,500.00.

NOW, If said parties of the first part shall pay or cause to be paid to said part V. of the second part, its successors, heirs or assigns, said sum of money in the above-described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But, if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum and sums, and interest thereon, shall and by these presents become due and payable at the option of the holder hereof, and said part V. of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand, the day and year first above written.

Harold E. Haney
Marjorie A. Haney

State of Kansas, Franklin County, ss.

BE IT REMEMBERED, That on this 3rd day of November, A. D. 1955, before me, the undersigned, a notary public, in and for the County and State aforesaid, came Harold E. Haney and Marjorie A. Haney, his wife.



who are personally known to me to be the same person, who executed the within instrument of writing, and such person, duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Harold E. Beck Notary Public

Term expires February 12th 1957

Recorded November 5, 1955 at 10:35 A.M. RECEIPT.

\$3,500.00

RECEIVED of Harold E. Haney and Marjorie A. Haney the within-named mortgagors, the sum of THIRTY FIVE HUNDRED & NO/100 - - and - - 100 DOLLARS, in full satisfaction of the within Mortgage.

The Wellsville Bank

By N. H. Mohrman Vice President

ATTEST: H. E. De Tar Cashier

(Corp. Seal)

Register of Deeds

July 14th, 1959