

62180 BOOK 114

This Indenture,

Made this 20th day of March

A. D. 19 57, between

C. R. Whitley and Naoma, Whitley his wife

of Wellsville in the County of Franklin and State of Kansas
of the first part, and THE WELLSVILLE BANK, Wellsville, Kansas, of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of NINE THOUSAND & 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 2nd of the second part, its successors, trustees 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 85 feet of Lots 125, 127 and 129, Jersey Street
Baldwin, Kansas

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said C. R. Whitley and Naoma Whitley do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 Nine Thousand & No/100 - - - - - Dollars, according to the terms of one certain Mortgage Note this day executed and delivered by the said C. R. Whitley and Naoma Whitley to the said part 2nd of the second part.

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, trustees 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 making such sale, on demand, to said C. R. Whitley and Naoma Whitley

their heirs and assigns

In Witness Whereof, The said part 1st 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

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

STATE OF KANSAS
FRANKLIN County.



Be It Remembered, That on this 20th day of March A. D. 19 57 before me, H. E. De Tar, 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 foregoing 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 February 12th 19 57

H. E. De Tar Notary Public
H. E. De Tar

Recorded March 22, 1957 at 9:55 A. M.

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 10th day of April, 1957.

H. E. DeTar, Cashier
(Corp Seal)

The Wellsville Bank
By L. W. Hostetter, Pres.

Harold A. Beck Register of Deeds.

108 copies
was written
on the original
mortgage
entered
this 12th day
of April
19 57
Harold A. Beck
Reg. of Deeds
Mary Wilson
Clerk