

64491 BOOK 117

This Indenture,

Made this 25th day of November
A. D., 19 57, between
Charles R. Whitley and Naoma E. Whitley, his wife

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

Witnesseth, That the said part 1es of the first part, in consideration of the sum of
FIFTEEN HUNDRED & No/100 ----- DOLLARS
to them duly paid, the receipt of which is hereby acknowledged, he ~~ve~~ sold and by these presents do
grant, bargain, sell and Mortgage to the said part y 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:

Lot Ninety (90) and the West Two (2) feet of Lot No. Eighty-nine
(89), all on High Street, Baldwin City, Kansas

with all the appurtenances, and all the estate title and interest of the said part 1es of the first part therein.
And the said Charles R. Whitley and Naoma E. 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 Fifteen Hundred & No/100 -----
Dollars, according to the terms of One certain Mortgage Note this day executed and delivered By the
said Charles R. Whitley and Naoma E. Whitley to the
said part y 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 Charles R. Whitley and Naoma E. Whitley

their heirs and assigns

In Witness Whereof, The said part 1es of the first part ha ve hereunto set their
hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

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

STATE OF KANSAS
FRANKLIN County.

Be It Remembered, That on this 25th day of November A. D. 19 57

before me, H. E. De Tar, a Notary Public
in and for said County and State, came Charles R. Whitley and
Naoma E. Whitley, his wife

to me personally known to be the same persons who executed the foregoing in-
strument 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 19 61 H. E. De Tar Notary Public



Handwritten signature: H. E. De Tar

Handwritten notes:
84
July
H. E. De Tar
Notary Public