

65461

BOOK 118

This Indenture,Made this 25th day of MarchA. D., 19 58, betweenWilbur 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, Wellsville, Kansas, of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of FORTY NINE HUNDRED SIXTEEN & 73/100 - - - - - DOLLARS to them duly paid, the receipt of which is hereby acknowledged, ha S sold and by these presents do es 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:

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 Wilbur Earl Davault and Norma June Davault 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 nine Hundred Sixteen & 73/100 - Dollars, according to the terms of one certain Mortgage Note - this day executed and delivered by the said Wilbur Earl Davault 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 Wilbur Earl Davault and Norman June Davault

their heirs and assigns

In Witness Whereof, The said part ies of the first part have hereunto set their hand S and seal S the day and year first above written.

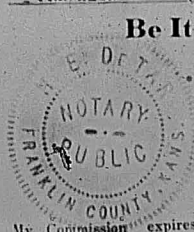
Signed, Sealed and delivered in presence of

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

(SEAL)
(SEAL)

STATE OF KANSAS

FRANKLIN County.



Be It Remembered, That on this 25 day of March A. D. 19 58 before me, H. E. De Tar, a Notary Public in 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 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 12 1961H. E. De Tar Notary Public

Recorded March 27, 1958 at 9:55 P.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 October 1961.

Attest: Richard L. Moherman, Cashier

The Wellsville Bank
By H. E. De Tar Vice. Pres.

(Corp. Seal)

This release was entered on the original mortgage recorded this 12th day of October 1961
Witnessed by me
10/12/61
R.L.M.

Clerk