

65626

BOOK 118

This Indenture,Made this 9th day of AprilA. D. 19 58, betweenEldon Wayne Good and Wanda Irene Good, 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 SIXTY FIVE HUNDRED & No/100 - - - - - DOLLARS to them duly paid, the receipt of which is hereby acknowledged, ha 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:

Lots Thirty-five and Thirty seven, on Elm Street, in the City of Baldwin, 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 Eldon Wayne Good and Wanda Irene Good 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 indefensible estate of inheritance therein, free and clear of all incumbrances whatsoever.

This grant is intended as a mortgage to secure the payment of Sixty Five Hundred & No/100 - - - - - Dollars, according to the terms of one certain Mortgage Note this day executed and delivered by the said Eldon Wayne Good and Wanda Irene Good 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 Eldon Wayne Good and Wanda Irene Good

their heirs and assigns

In Witness Whereof, The said part ies of the first part ha ve hereunto set their hands and seal s the day and year first above written.

Signed, Sealed and delivered in presence of

Eldon Wayne Good (SEAL)

Wanda Irene Good (SEAL)

Wanda Irene Good (SEAL)

STATE OF KANSAS

Franklin County.

ss.

**Be It Remembered,** That on this 9th day of April A. D. 19 58

before me, H. E. De Tar a Notary Public in and for said County and State, came Eldon Wayne Good and Wanda Irene Good, 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 1961

H. E. De Tar Notary Public

RELEASE

Harold A. Beck

Register of Deeds

When the above described mortgage is paid in full, this mortgage is hereby released, and the lien hereby created is terminated. Witness my hand this 1st day of June 1961.

The Wellsville, Bank

L. A. Hostetter, President

Notary Public, L. A. Hostetter

(Notary Seal)