

Reg. No. 15,311

Fee Paid \$11.75

70552 BOOK 122

**This Indenture,**

Made this 14th day of July

A. D., 19 59, between

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

of Palmyra Township 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 1st of the first part, in consideration of the sum of FORTY SEVEN HUNDRED & No/100 ----- DOLLARS to them duly paid, the receipt of which is hereby acknowledged, has 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:

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), excepting tract  
 conveyed to the State for highway purposes on South said of  
 land under date of July 27, 1937

with all the appurtenances, and all the estate title and interest of the said part 1st of the first part therein. And the said Harold E. Haney and Marjorie A. Haney, 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 seven hundred & No/100 ----- Dollars, according to the terms of ONE certain Mortgage Note this day executed and delivered by the said Harold E. Haney and Marjorie A. Haney 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 Harold E. Haney and Marjorie A. Haney

their heirs and assigns

**In Witness Whereof,** The said part 1st of the first part has VA hereunto set their hand s and seal s the day and year first above written.

Signed, Sealed and delivered in presence of

Harold Haney (SEAL)  
Marjorie Haney (SEAL)  
Marjorie Haney (SEAL)

STATE OF KANSAS  
FRANKLIN County.

ss.

(SEAL)

**Be It Remembered,** That on this 14th day of July A. D. 19 59

before me, H. E. De Tar, a Notary Public in and for said County and State, came Harold E. Haney and Marjorie A. Haney, 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 61

H. E. De Tar Notary Public



Recorded July 21, 1959 at 9:40 A.M.

Harold A. Beck Register of Deeds