

72803 BOOK 124

**This Indenture,**Made this 17th day of FebruaryA. D. 19 60, between Bert R Perry and Rachel M Perry, 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 Eight Hundred Twenty Five & 43/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, ha ye 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:

Beginning at the Northeast corner of the Northwest Quarter of Section Seven (7), Township (15), Range Twenty-One (21), thence South Four Hundred Seventy (470) feet, thence West Four Hundred Seventy (470) feet, thence North Four Hundred Seventy (470) feet, thence East Four Hundred Seventy (470) feet to place of beginning, containing five acres more or less.

with all the appurtenances, and all the estate title and interest of the said part ies of the first part therein. And the said Bert R Perry and Rachel M Perry his wife 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 Eight Hundred Twenty Five & 43/100 Dollars, according to the terms of One certain Mortgage Note, this day executed and delivered by the said Bert R Perry and Rachel M Perry 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 surplus, if any, there be shall be paid by the party making such sale, on demand, to said Bert R Perry and Rachel M Perry.

their

heirs and assigns

**In Witness Whereof**, The said part ies of the first part ha ve hereunto set their hand<sup>s</sup> and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Bert R Perry (SEAL)  
Rachel M Perry (SEAL)  
Rachel M Perry (SEAL)

STATE OF KANSAS  
Franklin County.

**Be It Remembered**, That on this 17 day of February A. D. 19 60 before me, THE WELLSVILLE BANK a Notary Public in and for said County and State, came Bert R Perry and Rachel M Perry, his wife

to me personally known to be the same person 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.



Notary Public

Recorded February 24, 1960 at 9:20 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 2nd day of January 1962

Attest J H Cramer Ass't Cashier

(Corp. Seal)

Harold A. Beck Registrar of Deeds  
The Wellsville Bank  
H. E. DeFar Cashier & V Pres.

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Harold A. Beck