

Reg. No. 16,116
Fee Paid \$5.50

74399

BOOK 125

This Indenture,Made this 28th day of AugustA. D. 19 60, betweenCleo P. Jordan and Iva Nell Jordan, 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 Twenty One Hundred Fifty Seven & 43/100 ----- DOLLARS to them duly paid, the receipt of which is hereby acknowledged, ha Yold 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 t portion of Lots Forty one (41) and Forty Three (43)
on Baker Street, in Baldwin City, which lies South of
Highway # 60.

with all the appurtenances, and all the estate title and interest of the said part ies of the first part therein. And the said Cleo P. Jordan and Iva Nell Jordan do hereby covenant and agree that at the delivery hereof they are the lawful owner^s 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 Twenty one Hundred Fifty seven & 43/100 Dollars, according to the terms of One certain Mortgage Note ----- this day executed and delivered by the said Cleo P. Jordan and Iva Nell Jordan 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 Cleo P. Jordan and Iva Nell Jordan their heirs and assigns

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

Signed, Sealed and delivered in presence of

Cleo P. Jordan (SEAL)
Iva Nell Jordan (SEAL)
Iva Nell Jordan (SEAL)

STATE OF KANSAS
FRANKLIN County.



Be It Remembered, That on this 28th day of August A. D. 19 60 before me, H. E. De Tar a Notary Public in and for said County and State, came Cleo P. Jordan and Iva Nell Jordan, 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

This release
was written
on the original
mortgage
entered
his lat. day
of September
1960
64
H. E. De Tar
Notary Public

Deputy

Recorded August 29, 1960 at 9:25 A. M.

Harold Beck Register of Deeds

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 31st. day of August 1960.

(Corp. Seal) Richard L. Moherman, Cashier

The Wellsville Bank
L. W. Hostetter, President