

Reg. No. 16,779
Fee Paid \$11.25

76983 BOOK 128

This Indenture,

Made this 24th day of May
A. D. 1961, between Claud R Jordan and Elva I Jordan, his wife

of 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 parties of the first part, in consideration of the sum of Forty Five Hundred & No/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have 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:

That portion of Lots Thirty one (31), Thirty three (33), Thirty five (35) Thirty seven (37), and Thirty Nine (39) on Baker Street, in Baldwin City, Kansas that lies South of Highway No 50. and

with all the appurtenances, and all the estate title and interest of the said parties of the first part therein. And the said Claud R Jordan and Elva I Jordan 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 Forty Five Hundred & No/100 Dollars, according to the terms of one certain Mortgage Note this day executed and delivered by the said Claud R Jordan and Elva I Jordan six to the said part Y of the second part said note to bear interest at the rate of six percent per annum

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 Claud R Jordan and Elva I Jordan

their heirs and assigns

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

Signed, Sealed and delivered in presence of:

Claud R Jordan

C. R. Jordan (SEAL)

Elva I Jordan (SEAL)

Elva I Jordan (SEAL)

STATE OF KANSAS

Franklin County.

Be It Remembered, That on this 24th day of May A. D. 19 61

before me, J H Cramer a Notary Public in and for said County and State, came Claud R Jordan and Elva I 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 May 14 1963

J H Cramer Notary Public

Recorded May 26, 1961 at 9:30 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 5th. day of November 1961.

attest: Richard L. Moherman, Cashier
(Corp. Seal)

The Wellsville, Bank
H. E. DeTar, Exec. Vice President

This release was written on the original mortgage entered day of November 1961
Richard L. Moherman
Reg. of Deeds
Deputy