

Reg. No. 16,809
Fee Paid \$15.25

77084 BOOK 128

This Indenture,

Made this 5th day of June
A. D. 1961, between C R Whitley and Naomi Whitley 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 part ies of the first part, in consideration of the sum of Six Thousand One Hundred Seventeen & 69/100 DOLLARS to do duly paid, the receipt of which is hereby acknowledged, he vs 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:

South 85 Feet of Lots 125 and 127 and the South 85 feet of the East half of Lot 129, Jersey Street, 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 C R Whitley and Naomi Whitley 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 One Hundred Seventeen & 69/100 Dollars, according to the terms of One certain Mortgage Note do this day executed and delivered by the said C R Whitley and Naomi Whitley 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 C R Whitley and Naomi Whitley for their heirs and assigns

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

Signed, Sealed and delivered in presence of

C R Whitley (SEAL)
Naomi Whitley (SEAL)
Naomi Whitley (SEAL)

STATE OF KANSAS
Franklin County.

Be It Remembered, That on this 5th day of June A. D. 19 61
before me, J H Cramer a Notary Public
in and for said County and State, came C R Whitley
and Naomi Whitley 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 June 6, 1961 at 2:05 P.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 21st day of November 1963

Attest: Carl C. Warnock Asst. Cashier
(Corp Seal)

The Wellsville Bank
By H. E. De Tar Exec. Vice Pres

This release was written on the original mortgage this 29 day of November 1963
H. E. De Tar
Reg. of Deeds
By James B. B...