Reg. No. 17,061 Fee Paid \$10.00 78164 BOOK 129 Chis Indenture, Made this 6th day of Bopt A. D., 19 61, between Ralph R Pearson and Marja L Pearson his wife 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 las of the first part, in consideration of the sum of Four Thousand & Ho 100 DOLL to them duly paid, the receipt of which is hereby acknowledged, has vasoid and by these presents' do. DOLLARS 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: Lots 17h and 176 on High Street and Lots 201 and 203 on Indiana Street, Hogan's Addition to Baldwin City 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 Ralph R Pearson and Marja L Pearson his wife do \_\_\_\_\_ hereby covenant and agree that at the delivery hereof \_\_\_\_\_\_ they are \_\_\_\_the lawful owner sof the premises above granted, and seized of a good and indefeasible estate, of inheritance therein, free and clear of all 4 incumbrances what so ever This grant is intended as a meetgage to secure the payment of Four Thousand & No/100----Dollars, according to the terms of One certain Mortgage Note this lay executed and delivered by the said\_\_\_\_\_ Ralph R Pearson and Marja L Pearson his wife 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 in 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 premise, hereby granted, or any part thereof, in the mammer prescribed by law; and out of all the minorys 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 is shall be paid by the party making such sale, on demand, to said \_\_\_\_\_ Ralph R Pearson and Marja L Pearson his wife their heirs and assigns In Witness Whereof, The said part ies of the first part ha . Ye hereunto' set their hand S and seal the day and year first above written. Ralph R. Planson (SEAL) Ralph R Pearson o Signed, Sealed and delivered in presence of SEAL) Maria L Pearson (SEAL) STATE OF KANSAS SEAL) Franklin \_\_County. Be It Remembered, That on this 6th day of Sept A. D. 19 61 before me, J.H. Cramer a Notary Public in and for said County and State, came Ralph R Pearson and before me, <u>JH Cramer</u> in and for said County and State, came <u>R</u> Marja D Pearson his wife INTAN n count 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 subscribes seal on the day and year last above where d/my name and affixed my official Mamil Kotary Public My Commission expires. May 14 1963 Parold a Reck Register of Deeds Recorded September 11, 1961 at 2:15 P.M. 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 6th day of November 1968.