

BOOK 139 89964

This Indenture,Made this 5th. day of NovemberA. D. 1964, between Claud R. Jordan and Elva I 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 SIXTY FIVE HUNDRED AND 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.

with all the appurtenances, and all the estate title and interest of the said part ies 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 SIXTY FIVE HUNDRED AND NO/100 ----- Dollars, according to the terms of one certain Mortgage Note this day executed and delivered by the said Claude R. Jordan and Elva I. 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 Claud R. Jordan and Elva I. Jordan

their heirs and assigns

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

Signed, Sealed and delivered in presence of

Claud R. Jordan (SEAL)
Elva I. Jordan (SEAL)
Elva I. Jordan (SEAL)

STATE OF KANSAS
FRANKLIN County.

Be It Remembered, That on this 5th. day of November A. D. 1964 before me, H. E. DeTar 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 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.

My Commission expires February 12, 1965

H. E. DeTar Notary Public

This release was written on the original mortgage entered this 3rd day of August 1971.

Jamie Bacon
Reg. of Deeds

Recorded November 17, 1964 at 11:00 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 30 day of July 1971

The Wellsville Bank
Richard L. Moherman, Pres.

Jerry L. Vickers, Cashier
(Corp. Seal)

Harold A. Beck Register of Deeds