

588 BOOK 118

# This Indenture,

Made this 12th day of March

A. D. 1965, between Donald Sawyer and Willa Lou Sawyer, 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 Y of the first part, in consideration of the sum of SIX THOUSAND & 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:

Lot Eighty two (82) on Chapel Street, in 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 Donald Sawyer and Willa Lou Sawyer do hereby covenant and agree that at the delivery hereof they are the lawful owner 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 Six Thousand & No/100 ----- Dollars, according to the terms of one certain Mortgage Note ----- this lay executed and delivered by the said Donald Sawyer and Willa Lou Sawyer 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 part 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 money 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 Donald Sawyer and Willa Lou Sawyer

their heirs and assigns.

**In Witness Whereof**, The said part ies of the first part haVE hereunto set their hand <sup>and seal</sup> the day and year first above written.

Signed, Sealed and delivered in presence of

Donald Sawyer (SEAL)  
Donald Sawyer (SEAL)  
Willa Lou Sawyer (SEAL)  
Willa Lou Sawyer (SEAL)

STATE OF KANSAS  
FRANKLIN County.

**Be It Remembered**, That on this 12th day of March A. D. 1965 before me, H. E. De Tar a Notary Public in and for said County and State, came Donald Sawyer and Willa Lou Sawyer, 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 19 69

H. E. De Tar Notary Public



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 2nd day of July 1971.  
Wellsville Bank  
Richard L. Moherman President  
Carl C. Varnock, Asst. Cashier (Corp. Seal)

This release was written on the original mortgage  
dated this 6th day of July 1971

James Beem  
Reg. of Deeds  
Deputy

Recorded March 17, 1965 at 10:20 A.M.

James Beem Register of Deeds