

This Indenture,

2721 BOOK 141

Made this 17th. day of September

A. D. 1965

between Charles R. Whitley and Naoma E. 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 **FIFTY 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:

The South one-half of Lots Nos. One Hundred One (101) and One Hundred Three (103) on King Street in Baldwin City, together with all the appurtenances thereto.

with all the appurtenances, and all the estate title and interest of the said part ies of the first part therein. And the said Charles R. Whitley and Naoma E. 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 indefeasible estate of inheritance therein, free and clear of all incumbrances whatsoever

This grant is intended as a mortgage to secure the payment of **Fifty Five Hundred and no/100** Dollars, according to the terms of one certain Mortgage Note this day executed and delivered by the said Charles R. Whitley and Naoma E. 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 Charles R. Whitley and Naoma E. Whitley

their heirs and assigns

In Witness Whereof, The said part ies 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

Charles R. Whitley (SEAL)
Naoma E. Whitley (SEAL)

STATE OF KANSAS

Franklin County.

Be It Remembered, That on this 17th. day of September A. D. 1965

before me, Richard L. Mohrman, Notary Public in and for said County and State, came Charles R. Whitley and Naoma E. Whitley, 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

My Commission Expires Nov. 4, 1968

Richard L. Mohrman Notary Public