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Reg. No. 2,859

Fee Paid \$53.75

MORTGAGE

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(No. 52A)

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BOOK 149

This Indenture, Made this 18th day of Dec.A. D. 1967, between Harold D. Rose and Juanita I. Rose, Husband and wifeof Lawrence, 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 parties of the first part, in consideration of the sum of Twenty One Thousand Five Hundred and No/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do sell grant, bargain, sell and Mortgage to the said party of the second part its successors 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 Five (5), in Block Twelve (12), in Indian Hills No. Two (2) & Replat of Block Four (4), Indian Hills, an Addition to the City of Lawrence, as shown by the recorded plat thereof.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Harold D. Rose and Juanita I. Rose, Husband and wife 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 Twenty One Thousand Five Hundred and No/100 Dollars, according to the terms of one certain note this day executed and delivered by the said Harold D. Rose and Juanita I. Rose to the said party 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, administrators, 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 overplus, if any there be, shall be paid by the party making such sale, on demand to said Harold D. Rose and Juanita I. Rose heirs and assigns.

In Witness Whereof. The said party 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

Harold D. Rose (SEAL)
Harold D. Rose (SEAL)
Juanita I. Rose (SEAL)
Juanita I. Rose (SEAL)

STATE OF KANSAS,

Franklin

County



BE IT REMEMBERED, That on this 18th day of Dec. A. D. 1967 before me, the undersigned a Notary Public

in and for said County and State, came Harold D. Rose and Juanita I. Rose, husband and 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 August 6, 1969

Jerry L. Vickers Notary Public

Recorded April 15, 1968 at 10:30 A.M.

Janice Beer Register of Deeds