

Mortgage Record.

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THIS FOLLOWING IS ENDORSED ON THE ORIGINAL INSTRUMENT

Received of Harry A. Whaley, Fred J. Whaley and Jessie C. Whaley, his wife, the sum of Fifteen Hundred and no/100 Dollars, in full satisfaction of the within Mortgage.

Recorded July 12 1913
Floyd L. Lawrence
Register of Deeds.

This Indenture, Made this 26th day of August A. D. 1909, between Harry A. Whaley, Single, Fred J. Whaley and Jessie C. Whaley, his wife of Douglas County, in the State of Kansas of the first part, and of New Valley State Bank, Endora County, in the State of Kansas of the second part:

Fifteen Hundred Witnesseth, That said part 1st of the first part, in consideration of the sum of and no/100 DOLLARS the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part 1st of the second part, their heirs and assigns, all the following described REAL ESTATE, situated in Douglas County, and State of Kansas, to-wit:-

The South Half (1/2) of the North East Quarter (1/4) of Section Number Twenty (20) Township Number 9 North Range Number Twenty (20) Containing Eighty (80) Acres more or less

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever:-

PROVIDED, ALWAYS, And these presents are upon this expressed condition, that whereas said Harry A. Whaley, Fred J. Whaley and Jessie C. Whaley, his wife ha 1st this day executed and delivered a certain promissory note in writing to said part 1st of the second part of which the following is a copy: \$1500.00 Endora Kansas Aug 26 1909 Three years after date we or either of us promised to pay to the order of New Valley State Bank Fifteen Hundred and no/100 dollars at the New Valley State Bank of Endora, with six percent interest from date till maturity and six per cent per annum after maturity until paid Value Received

NOW, If said part of the first part shall pay or cause to be paid to said part of the second part, their heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid, when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, then the whole of said sum and sums, and interest thereon shall, and by these presents become due and payable, and said part 1st of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said part of the first part ha 1st hereunto set their hand & the day and year first above written.

Harry A. Whaley
Fred J. Whaley
Jessie C. Whaley.

STATE OF KANSAS, } SS.
Douglas County.

BE IT REMEMBERED, That on this 26th day of August A. D. 1909, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Harry A. Whaley, Single, Fred J. Whaley and Jessie C. Whaley, his wife



who are personally known to me to be the same person s who executed the within instrument of writing, and such person s have duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, the day and year last above written.

Scott Lathbury Notary Public.
Term expires Sept 25th 1911

Recorded Jan 25 A. D. 1912, at 10:05 o'clock A.M.
Floyd L. Lawrence Register of Deeds.