

33101 BOOK 92

MORTGAGE—Standard Form

(No. 52B)

F. J. Boyle, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 9th day of August

in the year of our Lord nineteen hundred forty seven between

Edward R. Deckwa and Mabel L. Deckwa, his wife

of Lawrence in the County of Douglas and State of Kansas

of the first part, and The Wellsville Bank

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of

**** FOUR 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 heirs 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:

IN BELMONT
LOT SIX (6) IN BLOCK ONE (1), AN ADDITION
ADJACENT TO THE CITY OF LAWRENCE.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said parties of the first part 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.

This grant is intended as a mortgage to secure the payment of the sum of Four Thousand & No/100 ***** Dollars, according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said part y of the second part with interest at the rate of five percent per annum.

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 y of the second part its executors, administrators 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 overplus, if any there be, shall be paid by the part y making such sale, on demand, to said parties of the first part

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 the presence of

Edward R. Deckwa (SEAL)

Mabel L. Deckwa (SEAL)

(SEAL)

STATE OF KANSAS,

Franklin

County, ss.

Be it Remembered, That on this 9th day of August A. D. 19 47

before me, H. M. De Tar, a Notary Public

in and for said County and State, came Edward R. Deckwa and

Mabel L. Deckwa, his wife

to me personally known to be the same persons 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 12th 1949.

Harold A. Beck
Notary Public.

Recorded August 12, 1947 at 10:35 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 9th day of March A. D. 1950

Attest: (Corp. Seal)

H. E. DeTar
Cashier

The Wellsville Bank
By L. M. Hostetter
President

Register of Deeds. Harold A. Beck
Deputy

This release was written on the original mortgage

entered this 9th day of March 1950

Harold A. Beck
Reg. of Deeds

Harold Beck