33281 воок э2 MORTGAGE-Standard Form (No. 52B) F. J. Boyler, Publisher of Legal Blanks, Lawrence, Kansas This Indenture, Made this 27th _____day of____ August in the year of our Lord nineteen hundred forty seven Charles R. Whitley and Naoma E. Whitley, his wife between of Baldwin Douglas ____in the County of___ of the first part; and _ ____and State of Kansas The Wellsville Bank Witnesseth, That the said part les of the first part, in consideration of the sum of _____ of the second part. to them ______duly paid, the receipt of which is hereby acknowledged, ha ______ ve 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 The West Thirty (30) feet of Lot Eighty (80) on Grove Street, in Baldwin City, Douglas County. Lot Eighty - Two (82) on Grove Street, in Baldwin City, Douglas County, Aansas with all the appurtenances, and all the estate, title and interest of the said part 1es 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 premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all the lawful owner of incumbrances whatseover. This grant is intended as a mortgage to secure the payment of "wenty Five Hundred & No/100 *********** Dollars, according to the terms of one certain note this day executed and delivered by the said _____ parties of the first part said part y of the second part with interest at five percent per annum ____to the 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 <u>y</u> of the second part <u>its</u> 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 to the taxe of the forst part then due for principal and interest, together with the costs and charges of making such sale, and the ove by the part _____ making such sale, on demand, to said __________ partles of the fbrst part their heirs and assigns In witness whereof. The said part 163 of the first part ha Ve hereunto set, their hand s and seal s the day and year first above written. erw Signed, sealed and delivered in presence of illey (SEAL) Rooma & Whitley (SEAL) STATE OF KANSAS, Franklin County,) Be it Remembered, That on this 27th day of August A. D. 1947 DITAS before me. H. E. De Tar a Notary Public in and for said County and State, came Charles R. Whitley and NOTA Naome E. Whitley, his wife to me personally known to be the same perso S who executed the foregoing instrument of PUBLIC S writing, and duly acknowledged the execution on of the same IN WITNESS WHEREOF, I have hereunto subscri "FILLY the day and year last above written. February 12th 19 49 mission Expires Cor Hared a. Beek

11/21/2

. .