

From Peoples State Bank

To Cora E. Ernst

RELEASE.

State of Kansas Douglas County, ss;
This instrument was filed for record on
the 13 th day of Dec, 1924 at 2:15 P.M.

Paul E. Wellman
Register of Deeds.
By *Paul E. Wellman* Deputy

State of Kansas
Franklin County (ss;

This is to acknowledge that the undersigned, The Peoples State Bank of Wellsville, Kansas, mortgagee in a certain mortgage executed by Cora E. Ernst on the 3d day of November 1919 in the sum of Nine Hundred Dollars (\$900) and recorded on the 9th day of December, 1919 in Book 59 of mortgages on page 26 office of the Register of Deeds of Douglas County, Kansas, 1919 received full payment of said mortgage; and the said Peoples State Bank of Wellsville, Kansas, has thereupon, does hereby authorize the Register of Deeds of Douglas County, Kansas to release the said mortgage of record.

Done at Wellsville, Kansas this 3rd day of December, 1924, by authority of the Board of Directors of said corporation.

(Corp Seal)
Attest: B. E. Orr
Secretary Board of Directors.

John Selzer, President.

State of Kansas
County
(Seal shows Franklin County)

Be It Remembered That on this 12th day of December A.D. 1924 before me, H.A. Read, a Notary Public in and for said County and State came John Selzer, President of the Peoples State Bank of Wellsville, Kansas, and B. E. Orr, Secretary of the Board of Directors of the Peoples State Bank of Wellsville, Kansas, to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same as such officers.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

L.S.
My Commission expires;
Jan. 17, 1926.

H. A. Read
Notary Public.

MORTGAGE.

From Willie H. Carson et al

To H. P. Betzer

State of Kansas, Douglas County, ss;
This instrument was filed for record on
the 13. of Dec. 1924 at 2:30 P.M.

Paul E. Wellman
Register of Deeds.
By *Paul E. Wellman* Deputy.

This indenture Made the 24th day of December A.D. 1924 between Willie H. Carson, a single man, of the County of Shawnee and State of Kansas; and Jesse R. Carson, a single man, of the County of Douglas and State of Kansas, party of the firstpart, and --- H. P. Betzer, party of the second part,

Witnesseth, that the said party of the first part, in consideration of the sum of Thirty seven hundred--- Dollars, in hand paid, the receipt whereof is hereby acknowledged do, hereby grant, bargain sell, convey and confirm to the said party of the second part his heirs and assigns the following described real estate in the County of Douglas and State of Kansas, to-wit;

The South half of the northwest quarter of Section twenty-one (21)
Township thirteen (13) range twenty (20), containing eighty (80) acres.

To Have and To hold the same, with the appurtenances thereto belonging or in anywise appertaining including any right of homestead and every contingent right or estate therein, unto the said party of the second part, his heirs and assigns forever; the intention being to convey an absolute title in fee to said premises.

And the said parties of the first part hereby covenant that they are lawfully seized of said premises and have good right to convey the same; that said premises are free and clear of all incumbrances; and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

Provided However, that if the said party of the first part shall pay, or cause to be paid, to the said party of the second part, his heirs, or assigns the principal sum of Thirty seven hundred Dollars----- on the first day of January A.D. 1930, with interest thereon at the rate of six per cent per annum payable on the first day of January and July in each year, together with interest at the rate of ten per cent per annum on any installment of interest which shall not have been paid when due, and on said principal sum after the same becomes due or payable, according to the tenor and effect of a promissory note, bearing even date herewith, executed by the said parties of the first part and payable at the office of Betzer Realty and Loan Company, Topeka, Kansas, and shall perform all and singular the covenants; then this mortgage to be void, and to be released at the expense of said party of the first part, otherwise to remain in full force and effect.

And the said party of the first part do--hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with all costs and expenses of collection; if any there shall be, and any costs, charges, or attorney's fees incurred and paid by the said party of the second part his heirs or assigns, in maintaining the priority of this mortgage.

And the said party of the first part do further covenant and agree until the debt hereby secured is fully satisfied, to pay all legal taxes and assessments levied under the laws of the State of Kansas, on said premises, or on this mortgage or on the note or debt hereby secured, before any penalty for non-payment attaches thereto; also to abstain from the commission of waste on said premises, and keep the buildings thereon in good repair and insured in insurance companies acceptable to the said party of the second part, his heirs or assigns, and assign and deliver to him or them all policies of insurance on said buildings, and the renewals thereof; and in case of failure to do so, the said party of the second part, his heirs or assigns, may pay such taxes and assessments, and make such repairs, or effect such insurance; and the amounts paid therefor, with interest thereon, from the date of payment, at the rate of ten per cent per annum, shall be collectible with, as part of, and in the same manner as, the principal sum hereby secured.

And the said party of the first part do-- further covenant and agree that in case of

The following is a true and correct copy of the original instrument as the same is on file in the office of the Register of Deeds of Douglas County, Kansas, at Wellsville, Kansas, this 13th day of December, 1924, at 2:30 P.M.
 Paul E. Wellman
 Register of Deeds