

MORTGAGE RECORD 67

445

RELEASE.

From
Wellsville Bank
To
Peoples State Bank,

State of Kansas, Douglas County, ss:
This instrument filed Oct. 7, 1926
at 11:15 A.M.
Geo. E. Wellman
Register of Deeds

KNOW ALL MEN BY THESE PRESENTS that in consideration of full payment of the debt secured by a mortgage made by W. H. Bailey to ----The Peoples State Bank, dated the 24th day of March A.D. 1926, which is recorded in Book 59 of mortgages at Page 108 of the records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this 6th day of October A.D. 1926.

Corp Seal
Attest :- H. E. De Tar
Cashier

The Wellsville Bank
by A. D. Hostetter, President.

State of Kansas
Franklin County)ss;

Be It Remembered That on this 6th day of October A.D. 1926 before me the undersigned a Notary Public and for the County and State aforesaid came, A. D. Hostetter President of the Wellsville Bank, who is personally known to me to be the person who executed the foregoing release and such person duly acknowledged the execution of the same, as and for the act of said corporation.

In Testimony whereof I have hereunto set my hand and affixed my official seal the day and year last above written.

A. D. Hostetter

L.S.

H. E. Jewell, Notary Public.

Term expires Feb. 24, 1928.

From
William H. Bailey
To
Wellsville Bank

MORTGAGE,

State of Kansas, Douglas County ss:
This instrument filed Oct. 7th, 1926
at 11:20 A.M.
Geo. E. Wellman
Register of Deeds

THIS INSTRUMENT, Made this 24th day of September in the year of our Lord one thousand nine hundred and twenty-six, between William H. Bailey, a singleman, of Wellsville in the County of Pottawatomie and State of Kansas party of the first part, and ---The Wellsville Bank, party of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of \$5,900.00 ---Fifty Nine Hundred & 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 party 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:

The South One Half of the Southwest Quarter and the West One Half of the Southeast Quarter of Section Sixteen Township Fifteen (15) Range Twenty One (21), One Hundred Sixty acres more or less-----

with the appurtenances and all the estate, title and interest of the said party of the first part therein, And the said party of the first part hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all encumbrances excepting one certain mortgage to Commerce Trust Company for the amount of \$7000.00.

First Party hereby agrees to keep both fire and tornado policies of insurance on the building on said premises, in some company or companies approved by said second party, for the benefit of said second party or assigns, in the sum of not less than --- Dollars --- each, and shall deliver the policies to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid therefor, with interest at ten per cent per annum, and this mortgage shall stand as security therefor.

This Grant is intended as a Mortgage to secure the payment of the sum of \$5900.00 Fifty Nine Hundred & No/100 --- Dollars, according to the terms of a certain mortgage note or bond, this day executed by the said party of the first part, and payable on the 24th day of September 1927. to the order of said second part or their assigns-----

And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment or any part thereof, or interest thereon, or if the taxes are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the building are not kept in good repair or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable, at the option of the holder hereof; and it shall be lawful for the said party of the second part, its executors, administrators and assigns, at any time thereafter, to take possession of the said premises and all the improvements thereon, and receive the rents, issues and profits thereof, and to sell the premises hereby granted of any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale, to retain the amount then unpaid of 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 the said first party or his heirs and assigns.

In Witness Whereof, The said party of the first part has hereunto set his hand and seal the

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This instrument is hereby released on the 14th original instrument, this 14th day of April 1927, by J. H. Wellman, Vice President

(Exp. 5-20)

Attest: J. E. De Tar
Cashier

This Release on the original is not entered this day of April 1927, at Wellsville, Kansas. H. E. Jewell, Notary Public