

day and year first above written.

WILLIAM H. BAILEY (SEAL)

Signed, Sealed and Delivered in the presence of

State of Kansas )  
Franklin County ) ss;

Be It Remembered That on this 6th day of October A.D. 1926, before me, a Notary Public in and for said County and State, came William H. Bailey, a single man, to me personally known to be the same person who executed the foregoing instrument 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.

H. E. De Tar  
Notary Public.

L.S.  
Commission expires Feb. 12-1929.

From William H. Bailey  
To Wellsville Bank,

MORTGAGE.

State of Kansas Douglas County, ss;  
This instrument filed Oct. 7th, 1926 at 11:25 A.M.  
*Geo. E. Wellman*  
Register of Deeds

THIS INDENTURE, Made this 6th day of October in the year of our Lord One Thousand Nine Hundred and Twenty-six, between--- William H. Bailey, a single man, of Wellsville in the County of Douglas 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 \$589.00 Five Hundred Eighty Nine & No/100 --- Dollars to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does Grant, Bargain, Sell and mortgage to the said party of the second part, his heirs and assigns, forever, all that tract 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 (16) 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 does 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 ---One mortgage for the amount of \$7000.00 to the Commerce Trust Company, Kansas City Mo. and one mortgage for the amount of \$5800.00 payable to the Wellsville Bank.

First Party hereby agrees to keep both fire and tornado policies of insurance on the buildings 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 \$589.00 Five Hundred Eighty Nine & 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 6th day of April, 1927, to the order of said second parties its heirs or 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 on said land 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 buildings 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 premises and all the improvements thereon, and receive the rents, issues and profits thereof, and to sell the premises here-by 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 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 day and year first above written.

Signed Sealed and delivered in the presence of

William H. Bailey (seal)

State of Kansas )  
Franklin County ) ss;

Be It Remembered That on this 6th day of October A.D. 1926 before me, a Notary Public in and for said County and State, came William H. Bailey a single man; to me personally known to be the same person who executed the foregoing instrument 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.

H. E. De Tar  
Notary Public.

L.S.  
Commission expires Feb. 12, 1929.

The Within Mortgage Having been paid in full it is hereby released on this 14 original instrument; this 2nd day of April 1932 The Wellsville Bank of W. Wellsville, Mo. Collect: H.E. De Tar Cashier (Corp Seal)

This Release was written and signed by the mortgagee on the 22nd day of April 1932.

H. E. De Tar