

on the date first herein written.

Witness:

W. H. Moherman

Martha E. Caldwell
Fred B. Caldwell

STATE OF KANSAS.

SS.

COUNTY OF FRANKLIN

Before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared Martha E. Caldwell and Fred B. Caldwell, her husband to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this 6th day of May, 1932.

Legal Seal

My commission expires June 7th, 1934

W. H. Moherman
Notary Public within and for the above
named County and State.

Recorded May 12, A. D. 1932 at 8:35 A. M.

E. S. Cunningham Register of Deeds

MORTGAGE

THIS INDENTURE, Made this 20nd day of December in the year of our Lord one thousand nine hundred and thirty one, between Martha E. Caldwell and Fred Caldwell, husband and wife of Wellsville, in the County of Douglas and State of Kansas parties of the first part, and The Wellsville Bank party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of \$1,200.00 Twelve 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 parties of the second part their 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:

North One-half of the Northwest Quarter of Section Five (5), Township Fifteen (15), Range Twenty-One (21),

with the appurtenances, and all the estate, title and interest of the said parties of the first part herein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 the Equitable Life Assurance Co. of \$2,000.00 and one certain mortgage of \$100.00 to Glen L. Bennett

THIS GRANT is intended as a Mortgage to secure the payment of the sum of \$1,200.00 Twelve Hundred & No/100 DOLLARS, according to the terms of a certain mortgage note or bond, this day executed by the said parties of the first part, and payable on the 20nd day of December 1936, to the order of said second party its heirs or assigns with interest at the rate of 5%, payable annually, First interest payment date to be August 20nd, 1932 and annually thereafter

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 parties 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, or 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 parties or their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

Martha E. Caldwell (SEAL)
Fred B. Caldwell (SEAL)

STATE OF KANSAS)
FRANKLIN COUNTY) SS.

BE IT REMEMBERED, That on this 20nd day of December A. D. 1931, before me, a notary public in and for said County and State, came Martha E. Caldwell and Fred Caldwell to me personally known to be the same persons 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.

Legal Seal

Commission expires Feb 12, 1933

H. E. De Tar
Notary Public

Recorded May 12, A. D. 1932 at 8:40 A. M.

E. S. Cunningham Register of Deeds