

The W. Thompson Mortgage being her paid in full, it is hereby released on the 24th original instrument, this 18th day of January 1944.

The Wellsville Bank
 By N. C. McCross Vice. Pres.

Attest: N. C. De Tar
 (Clerk. Sec)

Was No.	458
Filed	\$3.00
The Release on the original Mortgage. Received of <u>Charlotte C. Smider</u> the within named Mortgagee the sum of <u>Twenty Three Hundred and 75/100</u> Dollars, in full satisfaction of the within Mortgageable Note and Mortgageable instrument, this 18th day of January 1944.	
This following is endorsed on the original instrument September 24-1944	

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands and seals, the day and year first above written.

STATE OF KANSAS, Morris County, ss.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal, on the day and year last above written.

(SEAL) (My commission expires Feb. 16th, 1939)

Recorded Jan 17 1936 at 11:50 A.M.

Morris S. Dowell
Notary Public

Nasold A. Beck Register of Deeds.

M O R T G A G E

THIS INDENTURE, Made this 22nd day of January in the year of our Lord one thousand nine hundred and thirty six, between Homer E. Clark and Nannie E. Clark, his wife of Eudora, 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 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:

South one half Northeast Quarter of Section Sixteen (16), Township Fourteen (14), 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 infeasible estate of inheritance therein, free and clear of all encumbrances whatsoever

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 22nd day of January 1941, to the order of said second party its heirs or assigns, with interest at the rate of 5% per annum, 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 parties 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 parties 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.

Homer E. Clark
Nannie E. Clark

STATE OF KANSAS,)
Franklin County,) SS.

BE IT REMEMBERED, That on this 22nd day of January A. D., 1936, before me, a notary public in and for said County and State, came Honor B. Clark and Hattie B. Clark, his wife 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.

(SEAL) Commission expires Feb 12, 1937

H. E. DeTar
Notary Public.

Recorded January 23, 1936 at 9:30 A.M.

Harold A Beck Register of Deeds.

was written
in the original
and original
date 19 entered
day
1744
Handwritten
U.S. of Goods.