

MORTGAGE RECORD 87

Reg. No. 3737
Fee Paid \$6.25

567

Receiving No. 20535
The World Co., Lawrence, Kansas

FROM
Homer E. Clark Mennie E. Clark
TO
The Wellaville Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 4 day of
May A.D., 1944, At 10:10 A.M.
Harold A. Beck
Register of Deeds.
By Deputy.

THIS INDENTURE, Made this 29th day of April in the year of our Lord nineteen hundred
forty four between Homer E. Clark and Mennie E. Clark, husband and wife

of Eudora in the County of Douglas and State of Kansas
of the first part, and The Wellaville Bank of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of
***** Twenty Five 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:

Northeast Quarter of Section Sixteen (16), Township Fourteen (14),
Range Twenty-one (21),

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said
parties of the first part do -- hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted,
and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances whatsoever

This grant is intended as a mortgage to secure the payment of the sum of Twenty Five Hundred & No/100
Dollars, according to the terms of
one certain note this day executed and delivered by the said
parties of the first part
to the said parties of the second part their heirs or assigns with interest at the rate of five percent
per annum

and this conveyance shall be void if such payments be made as herein specified. But
if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this
conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said parties of the
second part their executors, administrators and assigns, at any time thereafter to sell the premises hereby 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 due for principal and interest, to-
gether with the cost 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 said parties of the first part their heirs and assigns

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

Signed, sealed and delivered in presence of
Homer E. Clark (SEAL)
Mennie E. Clark (SEAL)

STATE OF KANSAS, } ss.
County of Franklin County } BE IT REMEMBERED, That on this 29th day of April
A.D. 1944 before me H. E. De Tar a Notary Public in and for said County and State,
came Homer E. Clark and Mennie E. Clark, his wife
to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowl-
edged the execution of the same.
(SEAL) IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the day and year
last above written.
My Commission expires February 12th 1945 H. E. De Tar Notary Public.

RELEASE

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged.
As Witness my hand, this 11th day of April A.D. 1944

Attest: H. E. De Tar
Cashier (Cap. Seal)
The Wellaville Bank
By H. L. Muesel Vice President

This release
was written
on the original
mortgage
dated
May 13 day
of April
1944
Harold A. Beck
Reg. of Deeds