

Receiving No. 25867

MORTGAGE RECORD 90

Reg. No. 4611

Fee paid \$7.50

The World Co., Lawrence, Kansas

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

Densil Cox And Verona Cox

TO

This instrument was filed for record on the 12 day of December A.D. 1945, At 2:05 P.M.

The Wellsville Bank

By *Harrell A. Book*
Register of Deeds.
Deputy.

THIS INDENTURE, Made this 30th day of November in the year of our Lord nineteen hundred forty five between Densil Cox and Verona Cox, his wife

of Felmyra in the County of Douglas and State of Kansas
of the first part, and The Wellsville Bank

of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Three thousand and 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 (16), Township Fifteen (15)
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.

This grant is intended as a mortgage to secure the payment of the sum of Three thousand and 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 party of the second part its heirs or assigns with interest at the rate of four and one-half 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 party of the second part its 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, together with the cost 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 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 Densil Cox (SEAL)
Verona Cox (SEAL)

STATE OF KANSAS, BE IT REMEMBERED, That on this 30th day of November 1945 before me, H. E. DeTar, a Notary Public in and for said County and State, came Densil Cox and Verona Cox, his wife.

(SEAL) to me personally known to be the same person who executed the foregoing instrument of writing 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.

My Commission expires February 12th 1949 H. E. DeTar 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 1st day of July A.D. 1947
Attest: *H. E. DeTar*
Cashier (Copied) *The Wellsville Bank*
*H. L. Muesse Vice President*This release was written on the original mortgage entered this 27 day of July 1947
Harrell A. Book
Reg. of Deeds