

Receiving No. 30073

MORTGAGE RECORD 90

Reg. No. 5225
Fee Paid \$8.75

The World Co., Lawrence, Kansas

FROM

Wesley H. Deckwa Alberta F. Deckwa
TO

The Wellsville Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 2nd day of
October A.D. 1946, At 3:40 P. M.*Harold A. Beck*
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 1st day of October In the year of our Lord nineteen hundred
forty six between
Wesley H. Deckwa and Alberta F. Deckwa, his wifeof Lawrence 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
Thirty 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:South 10 feet of Lot 125 less the West 62 feet thereof and
all of Lot 127 less the west 62 feet thereof, all on Rhode
Island Street in the City of Lawrence, Douglas County, Kansaswith 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 partdo 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 whatsoeverThis grant is intended as a mortgage to secure the payment of the sum of
Thirty 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 partto the said party of the second part with interest at the rate of five per cent per annum, said note to
run for a period of nine years 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, to-
gether 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 assignsIN 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

Wesley H. Deckwa (SEAL)

Alberta F. Deckwa (SEAL)

STATE OF KANSAS, } BE IT REMEMBERED, That on this 1st day of October
County of Franklin County } ss.
A.D. 1946 before me H. E. De Tar Notary Public in and for said County and State,
came Wesley H. Deckwa and Alberta F. Deckwa, his wifeto me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowl-
edged the execution of the same.
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year
(SEAL) last above written.

My Commission expires February 12th 1949 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 12th day of March A.D. 1947

Attest:

H. E. De Tar
Notary

(Corp Seal)

The Wellsville Bank
By *Ed M. Hottel* PresidentThis release
was written
on the original
mortgage.this 12th day
of March
1947*Harold A. Beck*
Reg. of Deeds*Barbara Secher*
Deputy