

31254 BOOK 91

MORTGAGE-Standard Form.

(No. 22 A)

F. J. BOYLES, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture,

Made this 24TH day of JAN
A. D. 19 47, between Roy Brown and Maude Brown, his wife

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

of the second part.
Witnesseth, That the said parties of the first part, in consideration of the sum of Twenty-three Hundred 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 parties of the second part their heirs and assigns forever, all that tract or parcel of land situated in the County of D O U G L A S and State of Kansas, described as follows, to-wit:

The North one-half (N $\frac{1}{2}$) of the Southwest Quarter (NW $\frac{1}{4}$) of Section Sixteen (16), Township Fifteen (15), Range Twenty-one (21), containing Eighty acres more or less.

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 Twenty-three Hundred and No/100 -- Dollars, according to the terms of a certain note this day executed and delivered by the said Roy Brown and Maude Brown, his wife to the said parties of the second part

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, 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 said Parties of the first part, 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 presence of Roy Brown (SEAL)
Maude Brown (SEAL)

STATE OF KANSAS

Franklin County,

County,

Be It Remembered, That on this 23 day of January A. D. 19 47 before me, H. E. De Tar, a Notary Public in and for said County and State, came Roy Brown and Maude Brown, his wife

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 Feb 12 - 1948

H. E. De Tar Notary Public.