

35931 Book 94

MORTGAGE-Standard Form

(No. 52 B)

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

**This Indenture,**

Made this 5th day of April

A. D. 1948, between Joe H. Edler and Marion L. Edler, his wife

of Eudora in the County of Douglas 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

\*\*\*\*\* THIRTY NINE HUNDRED &amp; NO/100 \*\*\*\*\* DOLLARS

to them fully 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 Southwest Quarter of the Southwest Quarter of  
Section Nine (9), Township Fourteen (14), Range Twenty one (21),  
East of the 6th. P. M. Containing forty acres more or lesswith 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 Thirty Nine Hundred &amp; 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 said note to draw interest at the rate of four 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 costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party of the second part 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

Joe H. Edler (SEAL)  
Marion L. Edler (SEAL)

STATE OF KANSAS

Franklin County



Be It Remembered, That on this 5th day of April A. D. 1948

before me, H. E. De Tar, a Notary Public

in and for said County and State, came Joe H. Edler and Marion L. Edler, his wife

to me personally known to be the same persons who executed the within 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 22th, 1949

Notary Public

Recorded April 8, 1948 at 11:08 A. M.

RELEASE.

The note herein described having been paid in full, this mortgage is hereby released, and the lien hereby created discharged. As Witness my hand this 12th day of Sept. 1961.

J. D. Dramer Ass't Cashier

The Wellsville Bank

W. H. Mohrman Vice Pres.

(Comm. Exp.)