

37113 BOOK 95

MORTGAGE-Standard Form

(No. 52 B)

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

**This Indenture,** Made this 30th day of December  
A. D. 1948, between Dale W. Sieg and Evelyn G. Sieg, his wife

of Baldwin 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 part 1st of the first part, in consideration of the sum of  
\*\*\*\*\* TWENTY ONE HUNDRED FIFTY & 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 part 2nd 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 Lots 114, 116, 118 and 120,  
Monroe Street, Baldwin, Kansas

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 One 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 part 2nd of the second part said note to draw 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 part 2nd 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 part 2nd 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 part 1st 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

Dale W. Sieg (SEAL)  
Evelyn G. Sieg (SEAL)

STATE OF KANSAS

FRANKLIN County.



Be It Remembered, That on this 30th day of December A. D. 1948

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

in and for said County and State, came Dale W. Sieg and  
Evelyn G. Sieg, 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 12th 1949

Notary Public

Recorded January 1, 1949 at 11:08 A. M.

This mortgage was written on the original mortgage entered the 12th day of July 1940. This release was written on the original mortgage entered the 11th day of July 1940.

Wellsville Bank  
Trust

(Notary Seal)

This release was written on the original mortgage entered the 12th day of July 1940.

Gold A. Beck  
Register of Deeds  
Dorothy M. Beck  
Deputy

This release was written on the original mortgage entered the 11th day of July 1940.  
Harold A. Beck  
Register of Deeds  
Dorothy M. Beck  
Deputy