

37499 BOOK 95

MORTGAGE-Standard Form

(No. 52 B)

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

# This Indenture,

Made this 1st day of March  
A. D. 1949, between John W. Musick and Evelyn F. Musick, his wife

of 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 part of the first part, in consideration of the sum of  
SIX THOUSAND & 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 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 Northwest Quarter and the North one acre  
of the Southwest Quarter of Section Twenty Three (23),  
Tosaship Thirteen (13), Range Nineteen (19),

with all the appurtenances, and all the estate, title and interest of the said part 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 Six Thousand & 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 of the second part said note to bear 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 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 surplus, if any there be, shall be paid by the part making such sale, on demand, to said parties of the first part their heirs and assigns

In Witness Whereof, The said part 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

John W. Musick (SEAL)  
Evelyn F. Musick (SEAL)

STATE OF KANSAS  
FRANKLIN County



Be It Remembered, That on this 1st day of March A. D. 1949  
before me, H. S. De Tar, a Notary Public  
in and for said County and State, came John W. Musick  
and Evelyn F. Musick, 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. 1953

Notary Public

Recorded March 9, 1949 at 11:00 A. M.

Harold A. Beck Register of Deeds

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 22nd day of August 1949  
Attest: H. S. De Tar Cashier  
(Corp. Seal) The Wellsville Bank  
By R. L. Muesse Vice Pres.

This release was written on the original mortgage entered this 22nd day of August 1949

Harold A. Beck  
Reg. of Deeds  
Chas. J. Beck