

38128

BOOK 95

MORTGAGE—Standard Form

(No. 52 H)

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

This Indenture, Made this 6th day of JuneA. D., 19 49, between**E. G. De Weese and Edith De Weese, his wife**of Palmyra Township in the County of Douglas and State of Kansas
of the first part, and The Belleville Bank

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of
 TWELVE 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 part Y 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 East half of the South half of the Northeast Quarter of
 Section Seventeen (17), Township Fifteen (15), Range Twenty one
 (21), Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said part ies 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 Twelve 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 Y of the second part with 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 Y 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 Y making such sale, on demand, to said parties of the first part
 their heirs and assigns

In Witness Whereof, The said part ies 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

E. G. De Weese (SEAL)
Edith De Weese (SEAL)

STATE OF KANSAS

Franklin County

Be It Remembered, That on this 6th day of June, A. D. 19 49

before me, H. E. De Tar, a Notary Public
 in and for said County and State, came E. G. De Weese and
Edith De Weese, his wife

to me personally known to be the same person as 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

H. E. De Tar Notary Public

Recorded June 7, 1949 at 10:55 A. M.

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 28th day of August 1951
 The Belleville Bank

Attest:
H. E. DeTar Cashier (Corp. Seal)
L. W. Hostetter President