

MORTGAGE—Standard Form

Ch. 52 H)

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39087 BOOK 96

This Indenture,

Made this 24th day of September

A. D. 1949, between Henry J. Hill and Catherine Hill, his wife

Wellsville

In the County of Franklin

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

THREE 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 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 half of the East half of the Southeast Quarter
of Section Sixteen (16), Township Fifteen (15), Range
Twenty one (21),

Subject to pipe line and electric line easements

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

This grant is intended as a mortgage to secure the payment of Three 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 2nd 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 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 surplus, if any there be, shall be paid by the part 2nd 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 has hereunto set their hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Henry J. Hill (SEAL)
Catherine Hill (SEAL)

STATE OF KANSAS

Franklin

County.

Be It Remembered, That on this 24th day of September A. D. 1949

before me, H E De Tar a Notary Public

in and for said County and State, came Henry J. Hill and

Catherine Hill, his wife

to me personally known to be the same person 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 September 28, 1949 at 11:25 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 7th day of November 1950

Attest: C. O. Harnock
Asst. Cash.

(Corp. Seal)

Wellsville Bank
H. H. Hostetter Pres.

This release was written on the original mortgage entered this 11th day of November 1950

Harold A. Beck

Register of Deeds

is release written original entered this day 1950

A. Beck

clerk