

39687 BOOK 97

MORTGAGE-Standard Form

(No. 52 B)

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

This Indenture,Made this 20th day of December
A. D. 1949, between Elmer G. De Weese and Edith De Weese, his wifeof Wellsville 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----- NINETEEN HUNDRED & No/100 ----- DOLLARS
to them duly paid, the receipt of which is hereby acknowledged, has 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 North half of the Southeast Quarter of
Section Seventeen (17), Township Fifteen (15),
Range Twenty one (21),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 Nineteen 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 said note to bear interest at the rate of five
percent per annumand 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 overplus, 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 assignsIn 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

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

STATE OF KANSAS

FRANKLIN CountyBe It Remembered: That on this 20th day of December A. D. 1949
before me, H. E. De Tar a Notary Public
in and for said County and State, came Elmer G. De Weese
and Edith De Weese, his wifeto me personally known to be the same person 8 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, 1953Walter A. Beck Notary Public

Recorded December 21, 1949 at 2:30 P. 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 1951Attest: H. E. De Tar Cashier

(Corp. Seal)

The Wellsville Bank
By L. W. Hostetter President