

40488

BOOK 98

MORTGAGE—Standard Form

Ch. 52 (1)

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

This Indenture,Made this 14th day of AprilA. D., 1950, between Charles R. Whitley and Naomi E. Whitley, his wifeof 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 ies of the first part, in consideration of the sum of

FORTY FIVE HUNDRED & No/100 ----- DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, ha ve 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 South Half of Lot No. Eighty Two (82) and the South Half
of the West 30 feet of Lot No. Eighty (80) on Grove Street
in Baldwin City, Kansaswith 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 owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances whatsoeverThis grant is intended as a mortgage to secure the payment of Forty Five 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 six 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 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 ha ve hereunto set their hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Charles R. Whitley (SEAL)
Naomi E. Whitley (SEAL)

STATE OF KANSAS

FRANKLIN County

Be It Remembered, That on this 14th day of April A. D. 1950before me, H. E. De Tar a Notary Publicin and for said County and State, came Charles R. Whitley andNaomi E. Whitley, his wifeto me personally known to be the same person s 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 2th 1953H. E. De Tar Notary Public

Recorded April 22, 1950 at 10:10 A. M.

This note being recorded having been paid in full, this mortgage is hereby released, and the bank hereby created discharged, as witnessed my seal this 22nd day of March 1953.

Attest: J. D. DeBor

(Ref. Seal)

The Wellsville Bank
By W. H. Heston President

Register of Deeds

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and
H.