

4233

MORTGAGE—Standard Form, No. 32 A, F. J. Kelly, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 30th day of November

A. D. 19 50, between C. R. Whitley and Moore E. Whitley, his wife

of Baldwin in the County of Douglas and State of Kansas of the first part, and The Wellsville Bank

Witnesseth, That the said parties of the first part, in consideration of the sum of SIXTY FIVE 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 party of the second part, heirs and assigns, forever, all that tract or parcels of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

All of Lots Seventy seven (77) and Seventy nine (79), on Baker Street, Baldwin, Kansas

with all the appurtenances, and all the estate, title and interest of the said parties 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 Sixty 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 party of the second part, said note to read lateras at the rate of six 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 party 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 party making such sale, on demand, to said parties of the first part, their heirs and assigns

In Witness Whereof, The said parties 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 C. R. Whitley (SEAL) Moore E. Whitley (SEAL)

STATE OF KANSAS, FRANKLIN County, ss.

Be It Remembered, That on this 30th day of November, A. D. 19 50 before me, H. E. De Tar, a Notary Public in and for said County and State, came C. R. Whitley and Moore E. Whitley, his wife

to me personally known to be the same person who executed the foregoing 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 19 53 H. E. De Tar Notary Public

Recorded December 2, 1950 at 12:00 noon Release. The note herein described having been paid in full, this mortgage is hereby released, and the lien hereby created discharged. As witness my hand this 2nd day of October 1952. attest, H. E. DeTar, Clerk (Cof. Seal) The Wellsville Bank, E. W. Hostetter, President