

4234

30th

MORTGAGE—Standard Form

(No. 52 A)

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

This Indenture,

Made this 30th day of November

A. D. 1950, between

C. E. Whitley and Moore E. Whitley, his wife

of Salina

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 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 part 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:

All of Lots Seventy seven (77) and Seventy nine (79),

on Baker Street, Salina, 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 000 certain note, this day executed and delivered by the said parties of the first part to the said part of the second part, said note to bear interest 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 part 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 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. E. Whitley (SEAL)

Moore E. Whitley (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS

FRANKLIN

County,

ss.

Be It Remembered, That on this 30th day of November

A. D. 1950

before me

H. E. De Tar

a Notary Public

in and for said County and State, came C. E. 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 28th day of 1953

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 1951.

Attest, H. E. De Tar, (Cpy Seal)

The Wellsville Bank
L. W. Hastetter President

Barbara Lewis