

This Indenture,

Made this 21st day of February

A. D., 19 53, between

Nathan H. Miller and Ruby P. Miller, his wife

of Eudora 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 SIXTEEN HUNDRED TWENTY FIVE & 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 y of the second part, its successors 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 Southeast Quarter of the Southeast Quarter
of Section Twelve (12), Township Fourteen (14),
South, Range Twenty (20) East of the 6th P. M.
all in Douglas County, Kansas

with 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 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 Sixteen Hundred Twenty Five & 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 six 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 y of the second part its successors 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 assigns

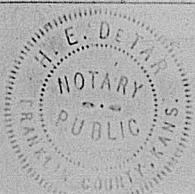
In Witness Whereof, The said part ies of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Nathan H. Miller (SEAL)
Ruby P. Miller (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,
FRANKLIN

County, } ss.



Be It Remembered, That on this 21st day of February A. D. 19 53

before me, H. E. De Tar, a Notary Public

in and for said County and State, came Nathan H. Miller and

Ruby P. Miller, his wife

to me personally known to be the same person s 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 58

H. E. De Tar Notary Public