

MORTGAGE-Standard Form

(No. 52 A)

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

50880 BOOK 105

# This Indenture,

Made this 24th day of November  
A.D., 19 53, between Bryon Mitchell and Oma Mitchell, his wife

of Gardner in the County of Johnson 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 EIGHT HUNDRED SEVENTY & 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:

Beginning at the Northeast corner of the Northeast Quarter  
of Section No. Thirty three (33), Township No. Fourteen (14),  
Range No. Twenty one (21), thence West 25 rods, thence South  
64 rods, thence East 25 rods, thence North 64 rods to point  
of beginning

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 Eight Hundred Seventy & 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 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

Bryon Mitchell (SEAL)  
Oma L. Mitchell (SEAL)

STATE OF KANSAS,  
Franklin County;

ss.

**Be It Remembered**, That on this 24th day of November A.D. 19 53

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

in and for said County and State, came Bryon Mitchell and

Oma Mitchell, 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 1957

H. E. De Tar Notary Public



Release  
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. The release was made on this 29th day of June 1956  
at which  
Carl E. Warner  
[Corp Seal] Asst. Sec.  
The Wellsville Bank  
H. E. De Tar President  
Franklin County, Kansas  
Recorder of Deeds  
H. E. De Tar  
H. E. De Tar  
H. E. De Tar