

60282 Book 113

**This Indenture,**Made this 24th day of JulyA. D. 1956, betweenFloyd Carriger and Ruth Carriger, his wifeof Palmyra Township in the County of Douglas and State of Kansas  
of the first part, and THE WELLSVILLE BANK, Wellsville, Kansas, of the second part.**Witnesseth**, That the said part ies of the first part, in consideration of the sum of  
TWO THOUSAND & No/100 ----- DOLLARSto 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, trustees 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:

half  
The North Half of the North of the Southwest  
Quarter of Section Sixteen (16), Township  
Fifteen (15), Range Twenty one (21), 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 Floyd Carriger and Ruth Carriger  
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 Two Thousand & No/100 -----  
Dollars, according to the terms of one certain Mortgage Note this day executed and delivered by the  
said Floyd Carriger and Ruth Carriger to the  
said part Y of the second part.

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 successors, trustees 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 party making such  
sale, on demand, to said Floyd Carriger and Ruth Carriger

their heirs and assigns

**In Witness Whereof**, The said parties of the first part have hereunto set their  
hand S and sealS the day and year first above written.

Signed, Sealed and delivered in presence of:

Floyd Carriger (SEAL)  
Ruth Carriger (SEAL)  
Ruth Carriger (SEAL)  
(SEAL)

STATE OF KANSAS  
FRANKLIN County.**Be It Remembered**, That on this 24th day of July A. D. 1956  
before me, H. E. De Tar a Notary Public

in and for said County and State, came

Floyd Carriger and Ruth Carriger, his wifeto me personally known to be the same person who executed the foregoing in-  
strument 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 1957H. E. De Tar Notary Public

RELEASE

The mortgage herein described having been paid in full, this mortgage is hereby released, and the lien thereby  
created is discharged.Witness my hand this 3rd day of February 1959.  
Notary: H. E. De TarThe Wellsville Bank  
By L. W. Hostetter President

(Notary Seal)

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H. E. De Tar  
Notary Public