

57832 Book 311

MORTGAGE

310-2 Crane & Co., Stationers' Office Outfitters, Legal Blanks, Topeka, Kansas
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THIS INDENTURE, Made this 21st day of October, A. D. 1955,
between Richard E. Withers and Mary C. Withers, his wife

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

of Douglas County, in the State of Kansas, of the second part.

WITNESSETH, That said parties of the first part, in consideration of the sum of
ONE THOUSAND FIFTY & No/100 DOLLARS

the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell, and Convey unto said party of the second part, its successors, all the following-described real estate, situated in Douglas County and State of Kansas, to wit: The last thirty (30) acres of the West Fifty (50) acre of the Southwest Quarter of Section Eighteen (18), Township Fourteen (14), South Range Twenty-one (21) East of the Sixty Principal Meridian.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said Richard E. Withers and Mary C. Withers

have this day executed and delivered to themselves certain promissory note, in writing to said party of the second part, dated ~~XX/XX/XXXX~~ of even date herewith and in the amount of \$1,050.00

NOW IT IS AGREED, that said parties of the first part shall pay or cause to be paid to said party of the second part, its successors, said sum of money in the above-described note, mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum and sums, and interest thereon, shall and by these presents become due and payable at the option of the holder hereof, and said party of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand, the day and year first above written.

Richard E. Withers
Richard E. Withers

Mary C. Withers
Mary C. Withers

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 20th day of October, A. D. 1955, before me, the undersigned, a Notary Public, in and for the County and State aforesaid came Richard E. Withers and Mary C. Withers, his wife

who are personally known to me to be the same person, who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Lorraine Hallquist, Notary Public

Term expires April 19th, 1959.

Recorded October 24, 1955 at 10:20 A.M.

\$1,050.00

Received of Richard E. Withers and Mary C. Withers the within-named Mortgagors, the sum of One Thousand Fifty & No. 100--Dollars, in full satisfaction of the within Mortgage.

Attest: H. E. De Gar, Cashier (Corp Seal) The Wellsville Bank
By: L. W. Hoatatter, President

Harold A. Beck Register of Deeds

July 18th, 1957

By Marie Willy