

59240 Book 112

This Indenture,

Made this 1st day of March

A. D. 1956, between

Floyd Carriger and Ruth Carriger, his wife

of Wellsville 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 ONE THOUSAND & 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 V 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:

The North half of the North half of the Southwest
Quarter of Section Sixteen (16), 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 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 One 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 V 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 part ies 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

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

STATE OF KANSAS
FRANKLIN County.



Be It Remembered, That on this 1st day of March, 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 wife

to me personally known to be the same persons 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

Recorded April 10, 1956 at 10:00 A.M. Release
The note herein described having been paid in full this mortgage is hereby released, and the lien thereby created discharged. In Witness my hand this 7th day of August 1956
J. R. Cramer
Asst. Cashier
[Corp. Seal]
N. A. Beck Register of Deeds
The Wellsville Bank
L. W. Hostette Pres.
James M. Simpson