

60257 Book 113

This Indenture,Made this 24th day of JulyA. D., 1956, betweenByron Mitchell and Oma Mitchell, 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 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 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:

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 Byron Mitchell and Oma Mitchell 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 of, this day executed and delivered by the said Byron Mitchell and Oma Mitchell 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 Byron Mitchell and Oma Mitchell

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

Byron Mitchell (SEAL)
Oma Mitchell (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS

FRANKLIN County.

ss.

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 Byron Mitchell and Oma Mitchell, 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 July 26, 1956 at 10:00 A.M.

Harold A. Beck, Register of Deeds

RELEASE

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. As Witness my hand this 20th day of March, 1958.

Carl G. Warnock, Ass't. Cash.

Wellsville Bank

L. W. Hostetter, President

(Corp Seal)

This release
as written
in the original
mortgage
entered
this 24th day
of July
1956
Harold A. Beck
Reg. of Deeds
by Mary Ellen
H. E. De Tar