

60282 Book 113

# This Indenture,

Made this 24th day of July

A. D. 1956, between

Floyd Carriger and Ruth Carriger, his wife

of 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 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:

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 whatsoever

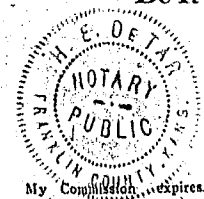
This grant is intended as a mortgage to secure the payment of Two Thousand & No/100 Dollars, according to the terms of one certain Mortgage Note this day executed and delivered by the said Floyd Carriger and Ruth Carriger to the said part Y of the second part.

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 surplus, 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)  
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 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



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 3rd day of February 1959.  
Attest: H E De Tar Cashier  
(Corp. Seal)

The Wellsville Bank  
By L W Hostetter President  
Harold A. Beck  
Notary Public