

65416

BOOK 118

MORTGAGE

(No. 52A)

Boyles Legal Blanks—FOREE PRINTING CO.—Lawrence, Kansas

**This Indenture,**Made this 20th day of March,  
A. D. 1958, between Byron 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  
Twelve Hundred & 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 party of the second part its successors, trustees  
 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 Mitchelldo 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 Twelve Hundred & No/100 -----  
 Dollars, according to the terms of One certain Note this day executed and delivered by the  
 said Byron Mitchell and Oma Mitchell to the  
 said party 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  
 or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner pre-  
 scribed 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 parties of the first part have hereunto set their

hands and seal the day and year first above written.

Signed, Sealed and delivered in presence of

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

STATE OF KANSAS,

Franklin

County

BE IT REMEMBERED, That on this 20th day of March A. D. 1958before me, Carl C. Warnock a Notary Publicin and for said County and State, came Byron Mitchell andOma Mitchell, his wifeto me personally known to be the same person 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 May 11th 1959Carl C. Warnock Notary Public

Recorded March 24, 1958 at 10:15 A.M.

Attest: Harold B. Beck Register of Deeds  
 of record. March 24, 1958  
 Attest: Harold B. Beck Register of Deeds