

68078 BOOK 120

# This Indenture,

Made this 15th day of December  
A. D. 1958, between Henry A Brecheisen and Noma J Brecheisen, his wife

of Baldwin 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  
Five 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:

The E. 13 Acres of W. 23 Acres of SE $\frac{1}{4}$  of SW $\frac{1}{4}$  of Sec 18, Tp 14S. of Rg. 21 E6.P.M.  
The North West One Fourth (NW $\frac{1}{4}$ ) of the North East One Fourth (NE $\frac{1}{4}$ ) of Section  
Twenty Four (24) Township Fourteen (14) Range Twenty (20), Douglas County Kans  
The North East Quarter (NE $\frac{1}{4}$ ) of The South West (SW $\frac{1}{4}$ ) of Section Eighteen (18)  
Twp Fourteen (14) Range (21) Containing 40 Acres; Douglas County Kans.

W $\frac{1}{2}$ A & N $\frac{1}{2}$ A of W 13A of E 30A of S $\frac{1}{2}$  of SW $\frac{1}{4}$  18-14-21A or  
One-Half ( $\frac{1}{2}$ ) acre along the West line of the West 13 Acres of the East  
30 Acres of the South Half (S $\frac{1}{2}$ ) of South West Quarter SW $\frac{1}{4}$  of Section  
Eighteen (18) Township Fourteen (14) Range Twenty-One (21), also One-Half  
acre along the North line of the West 13 Acres of the East 30 Acres of the  
South Half (S $\frac{1}{2}$ ) of South West Quarter (SW $\frac{1}{4}$ ) of Section Eighteen (18)  
Township Fourteen (14) Range Twenty-One (21) and containing in the  
aggregate 1 acre, for the sum of \$500.00

with all the appurtenances, and all the estate title and interest of the said part ies of the first part therein.  
And the said Henry A Brecheisen and Noma J Brecheisen his wife  
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 Five Thousand & No/100  
Dollars, according to the terms of One certain Mortgage Note this day executed and delivered by the  
said Henry A Brecheisen and Noma J Brecheisen, his wife 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 Henry A Brecheisen and Noma J Brecheisen, his wife  
their heirs and assigns

*See Partial Release & Mortgage Dec Book 137 Page 387*