

76188 BOOK 127

**This Indenture,**Made this 23rd day of Feb 1961  
A. D. 1961, between Raymond S Pearson and Katherine Pearson, his wifeof 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 1st of the first part, in consideration of the sum of Fifty Seven Hundred & No/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, has she 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 North Half of the Southeast Quarter of Section Eleven (11),  
Township Fifteen (15), Range Twenty (20).  
in Douglas County Kansas

with all the appurtenances, and all the estate title and interest of the said part 1st of the first part therein. And the said Raymond S Pearson and Katherine Pearson his wife 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 Fifty Seven Hundred & No/100 Dollars, according to the terms of one certain Mortgage Note made this day executed and delivered by the said Raymond S Pearson and Katherine Pearson, his wife to the said part Y of the second part with interest at the rate of 6% per annum payable semi-annually

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 Raymond S Pearson and Katherine Pearson his wife

their heirs and assigns

**In Witness Whereof**, The said part 1st of the first part has she hereunto set their hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Raymond S Pearson (SEAL)Raymond S Pearson (SEAL)Mary Katherine Pearson (SEAL)Mary Katherine Pearson (SEAL)

STATE OF KANSAS

Franklin County.**Be It Remembered**, That on this 23rd day of Feb A. D. 1961before me, J H Cramer a Notary Publicin and for said County and State, came Raymond S Pearson and  
Mary Katherine Pearson his wife

to 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.

May

My Commission expires 11th 1963

Notary Public

The release  
was written  
on the original  
mortgage

entered  
this 1st day  
of December  
1966

James Beaman  
Reg. of Deeds

Recorded March 6, 1961 at 8:15 A.M.

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 30th. day of November 1966.

attest: Richard L. Moherman, Cashier  
(Corp Seal)

Hand A Beck Register of Deeds  
The Wellsville Bank  
H.E. DeTar, Exec. Vice President