

Reg. No. 16,587
Fee Paid \$3.75

76239 BOOK 127

This Indenture,Made this 9th day of March
A. D. 1961 between Byron Mitchell and Oma Mitchell his wifeof Edgerton 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 Y of the first part, in consideration of the sum of Fifteen Hundred & No/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, he VS 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:

A tract
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 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 Fifteen Hundred & No/100 Dollars, according to the terms of one certain Mortgage Note this day executed and delivered by the said Byron Mitchell and Oma Mitchell 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 Byron Mitchell and Oma Mitchell his wife

their heirs and assigns

In Witness Whereof, The said part ies of the first part ha VS hereunto set their hands and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Byron Mitchell (SEAL)
Byron Mitchell (SEAL)

Oma Mitchell (SEAL)
Oma Mitchell (SEAL)

STATE OF KANSAS
Franklin County.

Be It Remembered, That on this 9th day of March A. D. 19 61 before me, J H Cramer 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 May 14 1963

J H Cramer Notary Public



This return was written on the original mortgage entered this 21 day of June 1963

Kenneth A. Beck
Reg. of Deeds
By James B. Barm

Recorded March 13, 1961 at 10:30 A.M.

RELEASE

Kenneth A. Beck Register of Deeds

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 13th day of June 1963.

Attest J H Cramer Ass't Cashier

The Wellsville Bank
W H MOHRMAN VICE PRESIDENT

(Corp. Seal)