

85723 BOOK 135

This Indenture,Made this 24th day of SeptemberA. D. 19 63between
C. Dean Randel and C. Darlene Randel, husband and 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 ies of the first part, in consideration of the sum of NINE THOUSAND & No/100 - - - - - DOLLARS to them duly paid, the receipt of which is hereby acknowledged, ha ve 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:

Lots Forty five (45), Forty seven (47), Forty nine (49) and
Fifty one (51), on the North side of Chapel Street, in Baldwin City,
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 C. Dean Randel and C. Darlene Randel 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.

This grant is intended as a mortgage to secure the payment of Nine Thousand & No/100 - - - - - Dollars, according to the terms of ONE certain Mortgage Note - this day executed and delivered by the said C. Dean Randel and C. Darlene Randel 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 C. Dean Randel and C. Darlene Randel

their heirs and assigns

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

Signed, Sealed and delivered in presence of

C. Dean Randel (SEAL)
C. Darlene Randel (SEAL)
C. Darlene Randel (SEAL)

STATE OF KANSAS
Franklin County.**Be It Remembered**, That on this 24th day of September A. D. 19 63before me, H. E. De Tar a Notary Public in and for said County and State, came C. Dean Randel and C. Darlene Randel, 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.

My Commission expires February 12th 1965

Notary Public

**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 August 1973.

The Wellsville Bank

Attest: Ethel McCaugh, Asst. Cashier

Richard L. Monerman, President

(Corp. Seal)

13th August 1973
James Beam
Reg. of Deeds