

85921

BOOK 135

**This Indenture,**Made this 8th. day of OctoberA. D., 1963, betweenKeith Patton and Norma Patton, his wifeof Wellsville in the County of Franklin and State of Kansasof 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 SIX THOUSAND AND 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:

BEGINNING AT THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION FIFTEEN (15), IN TOWNSHIP FIFTEEN (15), SOUTH OF RANGE TWENTY ONE (21), EAST OF THE SIXTH PRINCIPAL MERIDIAN, THENCE NORTH 210 FEET, THENCE WEST 225 FEET, THENCE SOUTH 22 FEET, THENCE WEST 146 FEET, THENCE SOUTH 218 FEET, THENCE EAST 371 FEET TO PLACE 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 Keith Patton and Norma Patton 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 indefensible estate of inheritance therein, free and clear of all incumbrances whatsoever

This grant is intended as a mortgage to secure the payment of SIX THOUSAND AND NO/100 - - - - - Dollars, according to the terms of one certain Mortgage Note - this day executed and delivered by the said Keith Patton and Norma Patton 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 Keith Patton and Norma Patton

theirheirs and assigns

**In Witness Whereof,** The said part ies of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Keith Patton (SEAL)Norma Patton (SEAL)Norma Patton (SEAL)STATE OF KANSAS  
FRANKLIN

County.

**Be It Remembered,** That on this 8th. day of October A. D. 1963before me, H. E. DeTar a Notary Public

in and for said County and State, came

Keith Patton and Norma Patton, 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. 1965H. E. DeTar Notary Public

recorded October 21, 1963 at 9:45 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 August 1967.

The Wellsville Bank

H. E. DeTar, Exec. Vice President

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

20th  
Sept  
James Beem  
By: James Beem  
Notary