

86581 BOOK 136

**This Indenture,**Made this 11th. day of JanuaryA. D., 1964, betweenMilford R. Waddellof Kansas City in the County of Jackson and State of Missouri  
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  
TWELVE THOUSAND AND NO/100 ----- DOLLARS  
to him duly paid, the receipt of which is hereby acknowledged, ha 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 East Quarter of Section Ten (10), Township Fifteen (15),  
Range Twenty-One (21), Douglas County, Kansaswith all the appurtenances, and all the estate title and interest of the said part Y of the first part therein.  
And the said Milford R. Waddell  
do ES hereby covenant and agree that at the delivery hereof he is 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 whatsoeverThis grant is intended as a mortgage to secure the payment of Twelve Thousand and no/100 -----  
Dollars, according to the terms of one certain Mortgage Note this day executed and delivered by the  
said Milford R. Waddell 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 surplus, if any there be shall be paid by the party making such  
sale, on demand, to said Milford R. Waddellhis

heirs and assigns

**In Witness Whereof,** The said part Y of the first part ha s hereunto set his  
hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Milford R. Waddell  
M. R. Waddell  
Milford R. Waddell

(SEAL)

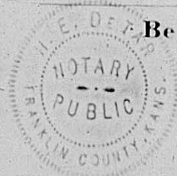
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STATE OF KANSAS  
Franklin

County.

**Be It Remembered,** That on this 11th. day of January A. D. 1964  
before me, H. E. DeTar, a Notary Public  
in and for said County and State, came  
Milford R. Waddellto me personally known to be the same person who executed the foregoing in-  
strument 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 12, 1965H. E. DeTar

Notary Public

Recorded in Book 136, Page 218

Recorded in Book 136 Register of Deeds1965  
January  
Janice Beem