

This Indenture, Made this 26th. day of July

A. D. 19 66, between Dana Cavender and Rita J. Cavender, his wife, and James W. Cavender, a single man of Palmyra Township, 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 parties of the first part, in consideration of the sum of NINETY FIVE HUNDRED 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 parties of the second part, heirs 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 East two-thirds (2/3) of the Northwest Quarter of Section Twelve (12), in Township Fifteen (15), South of Range Twenty (20) East of the Sixth Principal Meridian, less the following described tract: Beginning at the Northwest corner of the above described tract, thence East 550.3 feet, thence South parallel with the West line of said Quarter Section 658.6 feet, thence West 550.3 feet, thence North 658.6 feet to the point of beginning, containing 7.56 acres, also less public highway; Containing 95.16 acres according to Plat of Survey No. 2586.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Dana Cavender, Rita J. Cavender and James W. Cavender do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 NINETY FIVE HUNDRED AND NO/100 Dollars, according to the terms of one certain mortgage note this day executed and delivered by the said Dana Cavender, Rita J. Cavender and James W. Cavender to the said parties 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 due and payable, and it shall be lawful for the said parties of the second part, executors, administrators 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 parties making such sale, on demand to said Dana Cavender, Rita J. Cavender and James W. Cavender their heirs and assigns

In Witness Whereof, The said parties 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

Dana Cavender (SEAL)
Rita J. Cavender (SEAL)
James W. Cavender (SEAL)

STATE OF KANSAS,

Franklin

County



BE IT REMEMBERED, That on this 26th. day of July A. D. 19 66

before me, Richard L. Moherman

a Notary Public

in and for said County and State, came Dana Cavender and Rita J. Cavender

his wife, and James W. Cavender, a single man

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 My Commission Expires Nov. 4, 1968

Richard L. Moherman Notary Public

This release was written on the original mortgage entered this 8th day of September 1971
Janice Beem
Reg. of Deeds
Deputy

Recorded October 10, 1966 at 2:42 P.M.

RELEASE

I the undersigned, owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 26 day of July 1971

Jerry L. Vickers, Cashier

(Corp. Seal)

The Wellsville Bank

Richard L. Moherman, President
Mortgagee. Owner.