

MORTGAGE BOOK 148 10719 (No. 52A)

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This Indenture,

Made this 7th day of August A. D. 1967, between Evan J. Phillips and Shirley Phillips, his wife

of Wellsville, 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 1st of the first part, in consideration of the sum of Fourteen Thousand Seven 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 part 2nd 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:

Commencing at the Southwest corner of the South half of the North half of the Southwest Quarter (SW¹/₄) of Section Sixteen (16), Township Fifteen (15), Range Twenty-one (21), Douglas County, Kansas; thence East 225 feet; thence North 200 feet; thence West 225 feet; thence South 200 feet to the place of beginning, containing one acre more or less.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Evan J. Phillips and Shirley Phillips

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 Fourteen Thousand Seven Hundred and no/100 Dollars, according to the terms of one certain mortgage note this day executed and delivered by the said Evan J. Phillips and Shirley Phillips to the said part 2nd of the second part

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 part 2nd 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 party making such sale, on demand to said Evan J. Phillips and Shirley Phillips their heirs and assigns

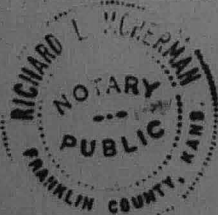
In Witness Whereof, The said part 1st of the first part have hereunto set their hand and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Evan J. Phillips (SEAL)
Shirley Phillips (SEAL)
Shirley Phillips (SEAL)
Shirley Phillips (SEAL)

STATE OF KANSAS,

Franklin County



BE IT REMEMBERED, That on this 7th day of August A. D. 1967 before me, Richard L. Moherman a Notary Public in and for said County and State, came Evan J. Phillips and Shirley Phillips, 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 My Commission Expires Nov 4, 1968

Richard L. Moherman Notary Public

Recorded October 2, 1967 at 8:47 A.M.

Janice Beem Register of Deeds