

566

Reg. No. 3,418

Fee Paid \$9.25

MORTGAGE

15197

(No. 52A)

The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture,

BOOK 151

Made this 1st day of November
A. D. 1968, between Byron Mitchell and Oma Mitchell, his wifeof Edgerton in the County of Douglas and State of Kansas
of the first part, and Welleville Bank, Welleville, Kansas

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of
THIRTY 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 Y 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:Beginning at the Northeast corner of the Northeast Quarter of Section Thirty-three
(33), Township Fourteen (14), Range Twenty-one (21), Thence West 25 rods, thence
South 64 rods, thence East 25 rods, Thence North 64 rods to the point of beginning.with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein.And the said Byron Mitchell and Oma Mitchelldo 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 whatsoeverThis grant is intended as a mortgage to secure the payment of Thirty Seven Hundred and no/100Dollars, according to the terms of one certain mortgage note this day executed and delivered by the
said Byron Mitchell and Oma Mitchellto the
said part Y of the second partas 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 Y 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 pre-
scribed 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 part Y
making such sale, on demand to said Byron Mitchell and Oma Mitchell

their heirs and assigns

In Witness Whereof, The said parties 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

Byron Mitchell (SEAL)
Oma Mitchell (SEAL)
Oma Mitchell (SEAL)
Oma Mitchell (SEAL)

STATE OF KANSAS,

FRANKLIN

County

BE IT REMEMBERED, That on this 1st day of November A. D. 1968before me, Richard L. Moherman

a Notary Public

in and for said County and State, came Byron Mitchell and Oma Mitchell
his wifeto 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 Nov. 4, 1968

My Commission expires

Richard L. Moherman Notary Public

Recorded November 6, 1968 at 1:59 P.M.,

Janice Boarn Register of Deeds