

Receiving No. 16440

## MORTGAGE RECORD 87

Reg. No. 3272  
Fee Paid \$4.25

The World Co. Lawrence, Kansas

FROM  
Clifford E. Rice Gertrude Trusheim Rice  
 TO  
The Wellsville Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.  
 This instrument was filed for record on the 11 day of  
December A.D. 1942, At 1:10 P. M.  
Harold A. Beck  
 Register of Deeds.  
 By \_\_\_\_\_ Deputy.

THIS INDENTURE, Made this 9th day of December in the year of our Lord nineteen hundred  
forty two between  
Clifford E. Rice and Gertrude Trusheim Rice, husband and wife  
 of \_\_\_\_\_ in the County of Douglas and State of Kansas  
 of the first part, and The Wellsville Bank  
 \_\_\_\_\_ of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of  
Seventeen Hundred & 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 party of the second part its 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 a point 251 feet West and 128 feet South of the corner stone established by  
 L. F. Green Dep. Co. Surveyor as the center of the North East Quarter of Section 7,  
 Township 15, Range 21, thence West 1085 feet along the center of the road, thence North  
 751 feet along center line of road, thence East 1053  $\frac{1}{2}$  feet along the center line of road,  
 thence South 344 feet along fence, thence East 35 feet along fence, thence South 422.3  
 feet along the center line of road to point of beginning, including Lot 4, in vacated  
 town of Blackjack, in the Northeast quarter of Section 7, Township 15, Range 21,

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said  
 parties of the first part

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 the sum of  
Seventeen Hundred & No/100 Dollars, according to the terms of  
one certain note this day executed and delivered by the said  
 parties of the first part  
 to the said party of the second part its heirs or assigns

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 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, to-  
 gether with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the parties making such sale, on  
 demand, to said parties of the first part 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 Clifford E. Rice (SEAL)  
Gertrude Rice (SEAL)

STATE OF KANSAS, } ss.  
 County of Franklin County }  
 A.D. 1942 before me H. E. De Tar a Notary Public in and for said County and State,  
 came Clifford R. Rice and Gertrude Trusheim Rice, husband and wife

to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowl-  
 edged the execution of the same.  
 (SEAL) IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the day and year  
 last above written.

My Commission expires Feb. 12, 1945 19 H. E. De Tar Notary Public.

## 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 22nd day of October A.D. 1945.

Attest:

H. E. De Tar (Comp. Seal)  
Notary

The Wellsville Bank  
By L. H. Hamilton

This release  
 was written  
 on the original  
 mortgage  
 entered  
 the 30 day  
 of Oct  
 1945

Harold A. Beck  
 Reg. of Deeds  
Deputy