

The World Co., Lawrence, Kansas

FROM

Clifford E. Rice and Gertrude Trusheim Rice  
TO

The Wellsville Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 27 day of  
February A.D., 1946, At 10:20 A.M.By Harold A. Beck Register of Deeds.  
Deputy.THIS INDENTURE, Made this 26th day of February in the year of our Lord nineteen hundred  
forty-six between Clifford E. Rice and Gertrude Trusheim Rice, his wifeof Palmyra Township in the County of Douglas and State of Kansas  
of the first part, and The Wellsville BankWITNESSETH, That the said part <sup>ies</sup> of the first part, in consideration of the sum of  
\*\*\*\*\*FIFTEEN HUNDRED & No/100 \*\*\*\*\* DOLLARS  
to them duly paid, the receipt of which is hereby acknowledged, ha<sup>ve</sup> sold and by these presents do grant, bargain, sell  
and Mortgage to the said part <sup>y</sup> of the second part <sup>its</sup> 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 feet along the center of the 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 the point of beginning,with all the appurtenances, and all the estate, title and interest of the said part <sup>ies</sup> 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 whatsoeverThis grant is intended as a mortgage to secure the payment of the sum of Fifteen Hundred & No/100 \*\*\*\*\*  
Dollars, according to the terms of  
one certain note this day executed and delivered by the saidparties of the first part  
to the said part <sup>y</sup> of the second part <sup>its</sup> heirs or assigns with interest at the rate of five percent per  
annum, said note made for one year 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 part <sup>y</sup> of the  
second part <sup>its</sup> 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 part <sup>y</sup> making such sale, on  
demand, to said parties of the first part their heirs and assignsIN WITNESS WHEREOF, The said part <sup>ies</sup> of the first part ha<sup>ve</sup> 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 Trusheim Rice (SEAL)

STATE OF KANSAS, BE IT REMEMBERED, That on this 26th day of February  
Franklin County ss.  
A.D. 1946 before me H. E. De Tar a Notary Public in and for said County and State,  
came Clifford E. Rice and Gertrude Trusheim Rice, his wife(SEAL) to me personally known to be the same person<sup>s</sup> who executed the foregoing instrument of writing and duly acknowl-  
edged 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 12th 1949 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 7th day of December A.D. 1947

Attest: H. E. De Tar

C. W. Hesteth (Copy Seal)

The Wellsville Bank  
C. W. Hesteth PresidentThis release  
was written  
on the original  
mortgage  
entered  
this 10 day  
of Dec  
1947Harold A. Beck  
Reg. of Deeds