

37023 BOOK 95

MORTGAGE—Standard Form

(No. 32 B)

P. J. Boyles, Publisher of Legal Blanks, Lawrence, Kansas

**This Indenture,**Made this 15th day of December  
A. D., 19 48, between Howard E. Miller and Josephine B. Miller, his wifeof Eudora 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 part les of the first part, in consideration of the sum of  
 \*\*\*\*\* THREE THOUSAND & 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, 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:

The Southwest Quarter of Section 28, Township  
 13, Range 20, in Douglas County, Kansas, less  
 railroad right of way, also, except 9,600 square  
 feet deeded to Douglas County Farmers Co-Operative  
 Association as shown in deed recorded in Book 102,  
 at page 221

with all the appurtenances, and all the estate, title and interest of the said part les 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 Three Thousand & 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 part les of the second part said note to bear interest at the rate of five  
 percent per annum

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 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 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, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid  
 by the part y making such sale, on demand, to said parties of the first part  
 their heirs and assigns

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

Signed, Sealed and delivered in presence of

Howard E. Miller (SEAL)  
 Josephine B. Miller (SEAL)  
 (SEAL)

STATE OF KANSAS  
FRANKLIN County.

Be It Remembered, That on this 15th day of December A. D. 19 48

before me, H. E. De Tur, a Notary Public

in and for said County and State, came Howard E. Miller and

Josephine B. Miller, his wife

to me personally known to be the same person as who executed the within 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 February 12th, 1949

Notary Public

Recorded December 18, 1948 at 1:15 P. M.

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 27th day of October 1956.

Attest: H. E. De Tur  
Cashier (Corp Seal)The Wellsville Bank  
By L. W. Hostetter, President