

39193 BOOK '96

MORTGAGE-Standard Form

(No. 52 B)

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This Indenture,Made this 11th day of OctA. D., 19 49, between George A Newland and Dorothy Newland, his wifeof Wellsville 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 1st of the first part, in consideration of the sum ofSix Hundred & No/100

DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do grant, bargain, sell and Mortgage to the said part 2 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 South 4 4/9 acres of the North One-Third of the West One-Third of the Northwest Quarter and the North 15 5/9 acres of the South Two-Thirds of the West One-Third of the Northwest Quarter of Section 12, Township 16, Range 20, containing 20 acres, more or less.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said partiesdo hereby covenant and agree that at the delivery hereof to be 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 Six Hundred & No/100Dollars, according to the terms of One certain Note this day executed and delivered by the said parties to the said part 2 of the second part

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 2 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 2 making such sale, on demand, to said parties of the 1st part

their

heirs and assigns

In Witness Whereof, The said part 1st of the first part ha ve hereunto set their hand and seal the day and year first above written:

Signed, Sealed and delivered in presence of

George A. Newland (SEAL)Dorothy Newland (SEAL)

(SEAL)

(SEAL)

This release
was written
on the original
mortgage
entered
this 2nd day
of October
19 50
Harold A. Beck
Reg. of Deeds
County of
Douglas
State of
Kansas