

41108 BOOK 98

MORTGAGE - Standard Form

(No. 32B)

F. J. Bayless, Publisher of Legal Blanks, Lawrence, Kansas

**This Indenture,**

Made this 13th day of July  
A. D., 1950, between Floyd Carriger and Ruth Carriger, his wife

of Falmers Township 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 ies of the first part, in consideration of the sum of  
Twenty five 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 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:

North half of the North half of the Southwest Quarter of  
Section Sixteen (16), Township Fifteen (15), Range Twenty one (21),

with all the appurtenances, and all the estate, title and interest of the said part ies 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 seizes 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 Twenty Five 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 part y 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 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 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 ies of the first part ha ve hereunto set their  
hands and seals the day and year first above written.  
Signed, Sealed and delivered in presence of Floyd Carriger (SEAL)  
Ruth Carriger (SEAL)

STATE OF KANSAS,  
FRANKLIN County,



Be It Remembered, That on this 13th day of July A. D. 1950  
before me H E De Tar a Notary Public  
in and for said County and State, came Floyd Carriger and  
Ruth Carriger, his wife  
to me personally known to be the same person 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 1953

W. K. De Notary Public

Recorded July 15, 1950 at 1:10 A. 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 7th day of June, A.D. 1954.

Witness: J. H. Crance  
Notary Public

(Copy Seal)

Harold A. Beck Register of Deeds  
The Wellsville Bank  
W. D. Heston Pres.