

# This Indenture,

Made this 30th day of July

A. D. 1951, between Valera L. Bosworth and James Bosworth, her husband

of Wellsville, in the County of Franklin 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 of

Six Thousand & No/100 - - - - - DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, he ve sold and by these presents do grant, bargain, sell and Mortgage to the said part 2nd of the second part its heirs and assigns forever, all that tract or parcel of land situated in the County of Franklin and State of Kansas, described as follows, to-wit:

All our undivided interest in the West Sixty-four (64) acres of the Northeast Quarter (N. E. 1/4); and the Northwest Quarter (N.W. 1/4) less a tract of land described as follows: Beginning at a point Forty (40) rods East of the Southwest corner of said Quarter Section, thence running North Thirty two (32) rods, thence East Eighty (80) rods, thence South Thirty two (32) rods, thence West Eighty (80) rods to place of beginning; all in Section Fifteen (15); and the East half of the Southeast Quarter (S.E. 1/4) of Section Nine (9); and the Southwest Quarter of Section Ten (10); all in township Fourteen (14) South of Range Twenty one (21), East of the Sixth Principal Meridian

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 Six 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 2nd 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 2nd 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 surplus, if any there be, shall be paid by the part 2nd making such sale, on demand, to said parties of the first 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

Valera L. Bosworth (SEAL)  
James S. Bosworth (SEAL)

STATE OF KANSAS,  
Franklin County ss.



Be It Remembered, That on this 30th day of July A. D. 1951

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

in and for said County and state, name James S. Bosworth and

Valera L. Bosworth, 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.

February 12th 1953

Notary Public

Recorded July 31, 1951 at 11:00 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 Sept 1955

Attest: J. B. Cramer  
Ass't. Recorder  
(Corp. Seal)

The Wellsville Bank  
L. W. Hostetter Pres.

This mortgage was written on the original two parts entered this 2 day of October 1953  
H. E. De Tar  
Notary Public  
Barbara Schuler  
Deputy