

45091 BOOK 101

MORTGAGE-Standard Form

(No. 52-B)

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

This Indenture,Made this 23rd day of NovemberA. D. 19 51, betweenVincent Trusheim and Cora Trusheim, his wifeof Palmyra 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 Thirty Nine Hundred & 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 successors ~~share~~ 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:

South half of the Southeast Quarter of
Section Twelve (12), Township Fifteen (15),
Range Twenty (20), containing eighty acres
more or less

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 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 Thirty Nine 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 per cent 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 successors 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 have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Vincent Trusheim (SEAL)
Cora Trusheim (SEAL)

STATE OF KANSAS,
Franklin County

ss.

Be It Remembered, That on this 23rd day of November A. D. 19 51before me, H. E. De Tar, a Notary Publicin and for said County and state, came Vincent Trusheim and Cora Trusheim, 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

H. E. De Tar
Notary Public

Recorded November 27, 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 22 day of December 1962

ATTEST: Richard L. Moherman Cashier
(Corp Seal)

The Wellsville Bank
By H. E. De Tar Exec. Vice. Pres.

H. E. De Tar
Notary Public

H. E. De Tar
Notary Public