

48199 BOOK 103

This Indenture,

Made this 16th day of January

in the year of our Lord, One Thousand Nine Hundred and Fifty Three between Mary A. Boydston and Charles R. Boydston, her husband, of Leocompton in the County of Douglas County and State of Kansas, of the first part, and The Bank of Perry of the second part.

WITNESSETH, That the said party of the first part, in consideration of the sum of

Six Hundred and no/100 DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does Grant, Bargain, Sell and Mortgage to the said party 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:

Lots 23 to 28 inclusive, Block 38, City of Leocompton, Kansas

with the appurtenances and all the estate, title and interest of the said party of the first part therein.

And the said parties of the first part

does 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.

This grant is intended as a Mortgage to secure the payment of the sum of Six Hundred and no/100 Dollars

according to the terms of a certain note this day executed and delivered by the said parties of the first part

to the said party of the second part, and this conveyance shall be void if such payment be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept thereon, then this conveyance shall become absolute, and the whole shall become due and payable, and it shall be lawful for said party of the second part, its executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the party of the second part, its executors, administrators or assigns, and out of all monies 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 party making such sale, on demand, to the said parties of the first part heirs or assigns.

IN WITNESS WHEREOF, The Said party of the first part have hereunto set their hands and seal, the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Mrs Mary A Boydston (Seal)
Charles R Boydston (Seal)