

This Indenture,

Made this 24th day of January

in the year of our Lord, One Thousand Nine Hundred and Fifty Three, between

Ruby M. Coleman Smith and Francis P. Smith, her husband

of Ozawie, in the County of Jefferson 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

Fifty Six Hundred and Twenty Five 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:

Beginning at the Southeast corner of Northwest Quarter of Section 2, Township 12, Range 18, thence North 1128 feet, thence West 726 feet, thence South 1128 feet, thence East 726 feet to place of beginning, covering Blocks 58, 59, 80 and 81 in vacated portion of the City of Leocompton, also, Part of the West Half of the West Half of the Northeast Quarter of Section 2, Township 12, Range 18, being in Lots 1 and 2 of said Section 2 and of Lot 1 in Section 36, Township 11, Range 18; Commencing at the Southwest corner of Northeast Quarter of Section 2, thence North to Kansas River, thence Southeasterly down said river to a point 32 rods 8 1/2 feet East of the West line of said Quarter Section, thence south to the South line of said quarter section, thence west 32 rods 8 1/2 feet more or less to place of beginning, less the right of way of the Atchinson, Topeka and Santa Fe Railway and of the Pacific Mutual Telegraph Company across said land 50 feet in width, containing in all 155 acres, more or less, and Except real estate conveyed to A. T. & Santa Fe Railway Co. January 12, 1953

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

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.

This grant is intended as a Mortgage to secure the payment of the sum of Fifty Six Hundred and Twenty Five 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 seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Ruby M. Coleman Smith (Seal)
Francis P. Smith