

MORTGAGE

Minor Press, Perry, Kansas

50543 BOOK 105

This Indenture, Made this 1st day of October, in the year of our Lord, One Thousand Nine Hundred and Fifty Three, between L. G. Spena and Esta F. Spena, husband and wife of Leecompton, 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 Seventeen Hundred Seventy and no/100 DOLLARS to him 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 29 to 36 inclusive, Block 13, City of Leecompton.

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 Seventeen Hundred Seventy 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 Party of the first part, its heirs or assigns.

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

Signed, Sealed and Delivered in the Presence of

Marion A. Barlow
Lawrence, Kans

L. G. Spena (Seal)
Esta F. Spena (Seal)