

MORTGAGE

Minor Press, Perry, Kansas

50702 BOOK 105

This Indenture,

Made this 28th day of October  
in the year of our Lord, One Thousand Nine Hundred and Fifty Three between  
Bruce Hoad, a single person, also known as Bruce Evans Hoad, a single person  
of Leomonton in the County of Douglas County and State of  
Kansas, of the first part, and The Bank of Perry, Perry, Kansas of the second part.

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

Two Thousand 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:

Beginning at a point in the middle line of Second street, 36 rods east of the west  
line of East Half of Section 34, Township 11, Range 18, thence North to the right bank of the  
of the Kansas River; thence in a Southeasterly direction along said bank to the middle  
line of vacated Isaac street; thence south to the intersection of said middle line of  
Isaac street with the middle line of Second street; thence west 42 rods and one half  
to place of beginning. Containing 30 acres more or less, except the Santa Fe Right of  
Way; according to the recorded plat thereof. City of Leomonton.

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

And the said Bruce Hoad

does hereby covenant and agree that at the delivery hereof he is 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 Two thousand and no/100 ---  
Dollars

according to the terms of a certain note this day executed and delivered by the said  
party 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 his hand  
and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Bruce Evans Hoad (Seal)  
(Seal)