

MORTGAGE

54838 Book 108

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This Indenture,

Made this 25th day of January

in the year of our Lord, One Thousand Nine Hundred and Fifty Five a  
also known as Wm. Gerald Holloway, between  
William G. Holloway and Gladys Holloway, his wife,

of Leocompton 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 Thirty Three DOLLARS

to 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, their 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:

A Part of the Northeast Quarter of Section Three, Township 12, Range 18 in Vacated  
portion of Leocompton, described as follows: Beginning at a point 1134 feet south  
of the Northwest corner of said NE $\frac{1}{4}$  of Section 3, thence south 363 feet to a post;  
thence East 1004 feet to Whitfield Street; thence North along said street 363 feet to  
a stone; thence West 1002 feet to place of beginning.

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 Two Thousand Thirty Three 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 surplus, 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 hand  
and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Wm. Gerald Holloway (Seal)  
Gladys V. Holloway (Seal)