

MORTGAGE

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This Indenture,

Made this 5th day of May

in the year of our Lord, One Thousand Nine Hundred and Fifty Six between Robert E. Dark and Irene E. Dark, his wife, of Leecompton 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

One Thousand 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:

Beginning at a point 22 rods and 2 feet South of the center of the intersection of Fourth and Whitfield Streets in the City of Leecompton, thence East 144 feet, thence North 100 feet, thence West 144 feet, thence South 100 feet, to the point of beginning, being in the Northeast Quarter of Section No Three (3), Township No. Twelve (12), South of Range No. Eighteen (18) East of the 6th E. M.

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 One Thousand 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 ha. Y<sup>e</sup> hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Robert E. Dark (Seal)  
Irene E. Dark (Seal)