

Reg. P. 12,911
Fee Paid 37.00

MORTGAGE

61162 BOOK 11h

Mort. Book, Perry, Kansas

This Indenture.

Made this 30th day of October

In the year of our Lord, One Thousand Nine Hundred and Fifty Six, between
 F. M. Smith and Grace Smith, his 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
 Twenty Seven Hundred Sixty Five, and no 10/100 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:

The Northwest Quarter (NW) of Section Thirty-two (32), Township Eleven (11),
 Range Eighteen (18) East of the Sixth 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 Twenty Seven Hundred Sixty 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 moneys 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 hand
 and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

F. M. Smith (Seal)
 Grace Smith (Seal)