

MORTGAGE

Morton Press, Perry, Kansas

68237 BOOK 120

This Indenture,

Made this 7th day of January

in the year of our Lord, One Thousand Nine Hundred and 59, between

George E. Yost and Mildred A. Yost, 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

One Thousand Nine Hundred 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, their Successors 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:

All of Lots 29 to 36 inclusive, Block 13, in the City of Leecompton Douglas County, Kansas.

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

And the said George E. Yost and Mildred A. Yost his wife

does hereby covenant and agree that at the delivery hereof 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 Nine Hundred and no/100 Dollars

according to the terms of one certain Promissory note this day executed and delivered by the said

George E. Yost and Mildred A. Yost his wife

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, their Successors and 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, their Successors and 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 George E. Yost and Mildred A. Yost, his wife, their heirs or assigns.

IN WITNESS WHEREOF, The Said party of the first part has hereunto set their hand and

and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

George E. Yost (Seal)
Mildred A. Yost (Seal)