

Reg. No. 15,960

Fee Paid \$5.00

MORTGAGE

73625

BOOK 125

Mirror Press, Perry, Kansas

## This Indenture,

Made this 11th day of June

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

Thurman Rothwell and Mable Rothwell, husband and wife,

of Leamington, in the County of Jefferson 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 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 Jefferson and State of Kansas, described as follows, to-wit:

Beginning 60 rods 4 feet and 7 inches north of the SE corner of the SW 1/4 of Section 34, Township 11, Range 16, thence West 208 feet 7 inches, thence West 15 degrees South 208 feet 7 inches, thence South 115 feet, thence West to the middle of Coon creek, thence Northwesterly direction following the meanderings of said Coon creek to the South line of a parcel of land owned by Mrs. A. L. Reader, thence East to a point 47 rods East of the West line of said Quarter Section, thence North 22 rods, thence East 111 rods, thence South 22 rods, thence East 1 rod, thence South 10 rods, thence East 1 rod, thence South 38 rods 11 feet 11 inches to the place of beginning, containing 49 acres more or less, less the following described tract: Beginning 131 rods North and 2 rods west of the Southeast corner of the Southwest Quarter of said Section 34, thence South 12 rods, thence West 9 rods, thence North 12 rods, thence east 9 rods to the place of beginning, containing 108 square rods of 2/3rd of an acre, more or less

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

And the said Thurman Rothwell and Mable Rothwell, husband and wife,

does hereby covenant and agree that at the delivery hereof they are the lawful owner s

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 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 successors, 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 successors, 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 has hereunto set their hand s and seal s the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Thurman Rothwell (Seal)  
Mable Rothwell (Seal)