

Reg. No. 16,158
Fee Paid \$12.50

MORTGAGE

74459

BOOK 125

Mortgage, Perry, Kansas

This Indenture,

Made this 31st day of August

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

Frank A. Hoad and Alice A. Hoad, husband and wife,

of 549 East 61st St., Long Beach 5, Calif.

Kansas, of the first part, and The Bank of Perry, Perry, Kansas

County and State of

of the second part.

WITNESSETH, That the said party of the first part, in consideration of the sum of

Five 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 successors 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 East Half of the Southwest Quarter of Section Thirty Six; also the Northeast Quarter of the Northwest Quarter of the Southwest Quarter of Section Thirty Six, except the land west of the County road; also the piece of Land described as follows: Beginning at the Northeast corner of the Southeast Quarter of the Northwest Quarter of the Southwest Quarter of Section Thirty Six, thence South 3 chains, thence west 1.83 chains, thence North 3 chains, thence east 1.83 chains to place of beginning; all being in Township Eleven, Range Seventeen East of the 6th P. 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

do 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 Five 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 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 successors 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 their heirs or assigns.

IN WITNESS WHEREOF, The Said party of the first part ha. vs. hereunto set their hand s and seal s the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Frank E. Hoad (Seal)
Frank E. Hoad
Alice A. Hoad (Seal)
Alice A. Hoad