

MORTGAGE

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79378 BOOK 130

This Indenture.

Made this 5th day of January
in the year of our Lord, One Thousand Nine Hundred and Sixty-Two, between
Charles D. Ward and Edith S. Ward, his wife, Also known as Edith
Flavens Ward
of Lawrence 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
Two 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, 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:
Beginning at the Southeast corner of the Southwest Quarter (4) of Section thirty-four (34), Township eleven (11), Range eighteen (18), and running thence North twenty-two and one half (22 1/2) rods, thence West sixty-nine and one-half (69 1/2) rods to the middle of Coon Creek, thence South following the wanderings of the said Coon Creek to the South line of said Section thirty-four (34), thence East along the South line of said Section thirty-four (34), sixty-four and one-sixth (64 1/6) rods to the place of beginning, all being in the Southwest Quarter (4) of Section thirty-four (34), Township eleven (11), Range eighteen (18) and containing ten (10) acres more or less, in 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 parties of the first part
does hereby covenant and agree that at the delivery hereof they are the lawful owners
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 Nine Hundred
and no/100- - - - - Dollars

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

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 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 Ye. hereunto set their hand
and seal this the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Charles D. Ward (Seal)
Edith S. Ward (Seal)
Edith S. Ward