

85330

BOOK 135

This Indenture,

Made this 22nd day of August

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

Kenneth C. Kibbee and Carol Lee Kibbee, his wife

of Leocompton 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 Five 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:

Lots 3 and 4 in Block 18 in the City of Leocompton, 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 Five Hundred

and no/100- - - - - Dollars

according to the terms of one certain Promissory 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 overplus, 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 have hereunto set their hands

and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Kenneth C. Kibbee (Seal)

Carol Lee Kibbee (Seal)

Carol Lee Kibbee