

MORTGAGE

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86380 BOOK 136

This Indenture, Made this 31 day of January

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

Grover A. Tillotson and Wilma J. Tillotson, his wife

of Leecompton 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 Six Thousand Eight Hundred Eighty Three and no/100- - - - - DOLLARS to 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, ~~heirs~~ Its 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 that part of the West Half of the Southwest Quarter of Section Twenty-Eight (28) and all that part of the South Half of the Southeast Quarter of Section Twenty-Nine (29) lying South of the Atchison, Topeka and Santa Fe Railroad right of way, all in Township Eleven (11) South, Range Eighteen (18) East of the Sixth Principal Meridian, 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 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 Six Thousand Eight Hundred Eighty Three 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, ~~executors-administrators~~ Its Successors 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, ~~executors-administrators~~ Its Successors 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

Grover A. Tillotson (Seal)
Wilma J. Tillotson (Seal)
Wilma J. Tillotson

For Partial Release See Book 149 Page 331