

MORTGAGE

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BOOK 137

**This Indenture,**

Made this 19th day of June

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

between

Norman E. Daniels and E. Elaine Daniels, 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

Four 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:

Beginning at the Southeast corner of the Northeast Quarter of Section Thirteen (13), Township Twelve (12) Range Eighteen (18), thence North 59° 50' West along center line of road No. 102 a distance of 720 feet, thence North 48° West 85 feet, thence North 41° East 585 feet, thence North 77° East 307 feet, more or less, to the East line of said Northeast Quarter of Section 13, Thence South on East line of said Northeast Quarter 943.4 feet more or less, to the point of beginning, containing 8.5 acres 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 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 Four Thousand 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

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, 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 seal this the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Norman E. Daniels (Seal)  
E. Elaine Daniels (Seal)

E. Elaine Daniels