

MORTGAGE

Mirror Print, Perry, Kansas

38548 BOOK 138

This Indenture,

Made this 10 day of July

in the year of our Lord, One Thousand Nine Hundred and Sixty-Four between
 Dorothy Jane Smith and William E. Smith, her husband
 of Leecompton, Douglas 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
 Three 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,
 its Successors
 Sell and Mortgage to the said party of the second part, ~~its~~ 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 Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), and Seventeen
 (17), Block Forty-one (41), in the City of Leecompton, 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 Three 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 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 h^{ve} hereunto set their hands
 and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

William E. Smith

Dorothy Jane Smith (Seal)
William E. Smith (Seal)