

MORTGAGE

Mirror Front, Perry, Kansas

88896 BOOK 138

This Indenture,

Made this 8th day of August

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

Virgil H. Cumpston and Leona B. Cumpston, 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 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 Southwest corner of the Northeast Quarter of Section 3, Township 12, Range 18, thence North along the West line of said Quarter 1030 feet, thence East 1019 feet to the center of Whitfield Street, thence South along the center line of Whitfield Street 656 feet, thence West 279 feet, thence South 270 feet, thence East 270 feet to the center of Whitfield street, thence South along the center line of Whitfield street 126 feet to a stone in the south line of said Northeast Quarter of Section 3, thence West along said south line of said Northeast Quarter of Section 3, 1058 feet to the place of beginning in the vacated portion of the town 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 owner n 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 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

Virgil H. Cumpston (Seal)
Leona B. Cumpston (Seal)