

Reg. No. 20,026  
Fee Paid \$ 5.00

## MORTGAGE

Mirror Page, Perry, Kansas

89665 BOOK 139

## This Indenture,

Made this 18th day of October

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

Theodore J. Sulzen, Jr., and Barbara Sulzen, his wife

of Sunflower in the County of Johnson 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:

Southeast Quarter of Section 4, Township 12, Range 16 East of the 6th  
P. M. 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 Two Thousand and no/100-Dollars.

according to the terms of ~~and~~ 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 seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

*Theodore J. Sulzen Jr.* (Seal)  
*Barbara Sulzen* (Seal)  
Barbara Sulzen