

MORTGAGE

40731

BOOK 98

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This Indenture, Made this 29th day of May

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

Bruce E. Hoad

of Lecompton in the County of Douglas and State of Kansas, of the first part, and 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 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, his 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 point on the right bank of the Kansas River where the east boundary line of the northwest quarter Section Thirty-four in Township Eleven of Range Eighteen intersects the same, thence south and with the said boundary line of said quarter-section 39 chains and 79 links, thence east 9 chains and 20 links, thence north 23 chains and 76 links to the right bank of the Kansas River, thence up the Kansas River to the point of beginning; also beginning at the southwest corner of the foregoing tract, thence south 17½ rods, thence east 36½ rods, thence north 17½ rods, thence west 36½ rods to the place of beginning; and containing 34 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 Party of the First Part does hereby covenant and agree that at the delivery hereof he is the lawful owner 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 Dollars

according to the terms of a certain note this day executed and delivered by the said Party 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, his 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, his executors, administrators or assigns, and out of all the 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 Party of the First Part his heirs or assigns.

IN WITNESS WHEREOF, The Said party of the first part ha. s. hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Bruce E. Hoad (Seal)

(Seal)