

44900

BOOK 101

**This Indenture,**

Made this 27th day of October

in the year of our Lord, One Thousand Nine Hundred and Fifty-One between  
Joseph J. Childs and Corrine L. Childs, husband and wife,  
of Locompton, 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

Twelve Hundred and no/100 \$ DOLLARS

to 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 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 25, 26, 27 and 28, in Block 20, in the City of Locompton, 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 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 Twelve Hundred Dollars according to the terms of a certain 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 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 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 has hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

*Joseph J. Childs* (Seal)  
*Corrine L. Childs* (Seal)

STATE OF KANSAS, JEFFERSON COUNTY, ss

BE it remembered, That on this 27th day of October, A. D. 1951

before me, a Notary Public in and for said County and State, came

Joseph J. Childs and Corrine L. Childs, husband and wife

to me personally known to be the same persons who executed the foregoing instrument  
and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal,  
on the day and year last above written.



*Frank H. Mark*  
Notary Public.

Jan 1, 1951

Recorded October 29, 1951 at 3:05 P. M.

*Harold A. Beck* Register of Deeds  
The debt secured by the foregoing mortgage has been paid and the Register of Deeds is hereby  
authorized to release said mortgage of record. Dated this 9th day March, 1954.  
*The Bank of Perry, Perry, Kansas*  
*Wm. J. Anderson, Cashier*

(Cop. Seal)

This release  
was written  
to the original  
mortgagethis 12th day  
of March  
1954Harold A. Beck  
Reg. of Deeds  
Bank of Perry  
1954The  
and  
Aug