

MORTGAGE

(NO. 52B)

Boyles Legal Blanks ... CASH STATIONERY CO., Lawrence, Kansas

This Indenture,

Made this 20th day of January
A. D. 1953, between J. F. Madl and Barbara Madl, husband and wife,

of Baldwin, in the County of Douglas and State of Kansas
of the first part, and Kenneth L. Butler

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of

Six Thousand ----- DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and Mortgage to the said part y 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:

The Southwest Fractional Quarter of Section Seven (7),
Township Fifteen (15), South Range Twenty (20), East
of the 6th P. M.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein.

And the said J. F. Madl and Barbara Madl

do 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 Six Thousand -----

Dollars, according to the terms of one certain note this day executed and delivered by the

said J. F. Madl and Barbara Madl to the

said part y of the second part

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said part y of the second part his executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys 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 part y making such sale, on demand, to said J. F. Madl and Barbara Madl

their heirs and assigns

In Witness Whereof, The said part ies of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

J. F. Madl (SEAL)
Barbara Madl (SEAL)

STATE OF KANSAS

Douglas County, }
} m.



Be It Remembered, That on this 20 day of January A. D. 1953

before me, C. B. Butell, a Notary Public

in and for said County and State, came J. F. Madl and Barbara

Madl, husband and wife

to me personally known to be the same persons who executed the within instrument of writing, 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.

My Commission expires Oct. 6th 1956 19

C. B. Butell Notary Public