

MORTGAGE

59289

(NO. 528)
BOOK 112

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

This Indenture,Made this 13th day of AprilA. D. 1956, between Joseph F. Madl and Barbara Madl, his wife

of Baldwin, in the County of Douglas and State of Kansas
 of the first part, and Will Hey, Sr. and Emma M. Hey, husband and wife as joint tenants,
with right of survivorship and not as tenants in common.
Baldwin, Kansas of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum ofSix Thousand and no/100 ----- 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 ies of the second part their 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:

North one-half of lots numbered Seventy-two (72) and Seventy-four
(74) on Baker Street, Baldwin, Kansas

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein.And the said Joseph F. Madl and Barbara Madl, his wife

do heroby covenant and agree that at the delivery hereof they are the lawful owner of
 the premises above granted, and seized of a good and indefensible estate of inheritance therein, free and clear of all
 incumbrances.

This grant is intended as a mortgage to secure the payment of Six Thousand and no/100 -----

Dollars, according to the terms of one certain note this day executed and delivered by the
 said Joseph F. Madl and Barbara Madl, his wife to the

said part ies of the second part Will Hey, Sr. and Emma M. Hey, husband and wife as
Joint tenants with right of survivorship and not as tenants in common

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 ies of the second part their 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 ies making such sale, on demand, to said

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

Joseph F. Madl (SEAL)
Joseph F. Madl (SEAL)
Barbara Madl (SEAL)
Barbara Madl (SEAL)

STATE OF KANSAS

Douglas County, ss.Be It Remembered, That on this 13th day of April, A. D. 1956

before me, the undersigned a Notary Public
 in and for said County and State, came Joseph F. Madl and Barbara
Madl, his wife

to me personally known to be the same person 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

3/8/ 1958

Donald O. Nutt
 Donald O. Nutt Notary Public

Recorded April 16, 1956 at 10:05 A.M.

RELEASE

The note herein described having been paid in full, this mortgage is hereby released, and the lien
 thereby created discharged. As witness my hand this 22 day of November, 1958.

Will Hey, Sr.
Emma M. Hey

Donald O. Nutt Register of Deeds

This 24th day
 of November
 1958

Harold A. Wick
Reg. of Deeds
By Marie Williams
Recorder