

Reg. No. 16,078

Fee Paid \$10.25

74085

BOOK 125

MORTGAGE

(NO. 228)

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

**This Indenture,**Made this 1st day of July  
A. D. 19 60, between Paul A. Badger and Janice Badger, his wifeof Lawrence, in the County of Douglas and State of Kansas  
of the first part, and D. P. Burris - Garnett, Kansas

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of Forty-one hundred thirty and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ye 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:

A tract of land being sixteen (16) rods East and West by  
ten (10) rods North and South in the South-west corner of the  
South-east quarter (S.E. 1/4) of Section Thirty-five (35),  
Township Twelve (12), Range Nineteen (19)

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein.And the said Paul A. Badger and Janice Badgerdo 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 Forty-one hundred thirty and no/100 Dollars, according to the terms of one certain promissory note this day executed and delivered by the said Paul A. Badger and Janice Badger to the said part Y of the second part

D. P. Burris, Garnett, Kansas

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 or 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 ies making such sale, on demand, to said

Paul A. Badger and Janice Badger or their heirs and assigns

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

Signed, Sealed and delivered in presence of

Paul A. Badger (SEAL)  
Paul A. Badger (SEAL)  
Janice Badger (SEAL)  
Janice Badger (SEAL)

STATE OF KANSAS

Douglas County, ma

Be It Remembered, That on this 13 day of July A. D. 19 60  
before me, Marie Murphy a Notary Public

in and for said County and State, came  
Paul A. Badger and Janice Badger, 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 May 1 1963 Marie Murphy Notary Public

Recorded July 28, 1960 at 9:15 A.M.

Harold A. Beck Register of Deeds

For Satisfaction of Mortgage See Book 150 page 521