

MORTGAGE

(No. 52A)

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38876 BOOK 138

THIS INDENTURE Made this 16th day of April

A. D. 19 64, between Arthur Madl and Janice L. Madl, his wife

of Wellsville, in the County of Douglas and State of Kansas
of the first part, and The Baldwin State Bank, Baldwin City, Kansas

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Eight Thousand and no/100 ----- DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha. ~~ya~~ sold and by these presents do grant, bargain, sell and Mortgage to the said part y of the second part its ~~successors~~ 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 East Half (E $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Thirteen (13), Township Fifteen (15), Range Twenty (20), in Douglas County, Kansas Containing eighty acres more or less.

This mortgage is to be recorded to correct a like mortgage on the same date to read The E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Sec. 13/15/20 in lieu of W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Sec. 13/15/20 and recorded 7/17/64 in book 138 of Mortgages at page 87.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein.

And the said Arthur Madl and Janice L. Madl, his wife 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 Eight Thousand and no/100 ----- Dollars, according to the terms of one certain note this day executed and delivered by the said Arthur Madl and Janice L. Madl, his wife to the said part y of the second part The Baldwin State Bank

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 its ~~successors~~ 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 making such sale, on demand to said

heirs and assigns

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

Signed, Sealed and delivered in presence of

Arthur Madl (SEAL)
Janice L. Madl (SEAL)

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 16th day of April A. D. 19 64

before me, the undersigned a Notary Public

in and for said County and State, came Arthur Madl and Janice L. Madl, his wife

to me personally known to be the same person who executed the foregoing 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.

March 8, 1966

Donald O. Nutt Notary Public

