

MORTGAGE-Standard Form

31985 BOOK 92
(No. 52 A)

F. J. Boyles, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 12th day of Aprilin the year of our Lord nineteen hundred Forty-seven between
A. P. Hadl and Viola M. Hadl, his wife,of Wakarusa Township in the County of Douglas and State of Kansas
of the first part, and Fred Kennedy

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Sixty-four Hundred and no/100 (\$6400.00) DOLLARS to then 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 Northeast Quarter (NE/4) of the Southwest Quarter (SW/4) of
Section Twenty-three (23), less a strip One (1) Rod wide
off of the North side thereof,

and

The North Half (N/2) of the Northwest Quarter (NW/4) of
Section Twenty-six (26).

all in Township 13 South, Range 19 East of the 6th P. M., County and State aforesaid

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

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 the sum of Sixty-four Hundred (\$6400.00) Dollars, according to the terms of Four certain promissory notes this day executed and delivered by the said Parties of the first part 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 parties of the first part, their heirs and assigns

In witness whereof, The said parties 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

A. P. Hadl [SEAL]
Viola M. Hadl [SEAL]
[SEAL]
[SEAL]

STATE OF KANSAS,
Douglas County, } SS.

Be it Remembered, That on this 15th day of April A. D. 1947, before me the undersigned a Notary Public

in and for said County and State, came
A. P. Hadl and Viola M. Hadl, his wife
to me personally known to be the same persons 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.

My Commission Expires March 9, 1950

Oscar J. Lane
Notary Public.

Recorded April 15, 1947 at 1:40 P.M.

Harold A. Beck Register of Deeds.