

MORTGAGE RECORD NO. 63

419

Reg. No. 1073
Fee Paid 12.00

SAUL DOBSON & SONS, STATIONERY CO. KANSAS CITY, MO. 64108

This Indenture, Made this 2nd day of September in the year of our Lord 1925, between Edw. Hadl and Isabella Hadl his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and The Home State Bank of Eudora of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Seven Hundred Seventy-five and 00/100 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 party of the second part to successors 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 East 60 acres of the South-east Quarter, Section Twenty-six (26), Township Thirteen (13), Range twenty (20) Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties 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 except First Mortgage of \$2500.00 to the Dimmick Mortgage Co., Hiawatha, Kansas, due February 1931. This Grant is intended as a Mortgage to secure the payment of the sum of Seven Hundred Seventy-five Dollars according to the terms of 1 certain note this day executed and delivered by the said parties of the first part to the said party of the second part Payable September 2, 1926.

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 party of the second part, 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 sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the surplus, if any there be, shall be paid by the party of the first part making such sale, on demand, to said parties of the first part heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

Edw. Hadl (SEAL)
Isabella Hadl (SEAL)

STATE OF

Douglas ss.
BE IT REMEMBERED, That on this 2nd day of Sept A. D. 1925, before me, H. A. Smith a Notary Public in and for said County and State, came Edw. Hadl and Isab

to me personally known to be the same person who executed the foregoing instrument and duly acknowledged 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 19

Notary Public.

Filed for Record the day of A. D. 1925, at o'clock M.

Register of Deeds.

Deputy.