

MORTGAGE RECORD 82

The World Co., Lawrence, Kansas

FROM

J. F. Madl and wife
TO

David Hoy

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 2nd day of
Jan. A. D. 1935, At 11:20 A. M.*Edw. E. Christman*Register of Deeds.
Deputy.

By

THIS INDENTURE, Made this 31st day of December In the year of our Lord nineteen hundred
Thirty Four (1934) between J. F. Madl and Barbara Madl his wifeof Baldwin in the County of Douglas and State of Kansas
of the first part, and David Hoy

of the second part.

WITNESSETH, That the said part 103 of the first part, in consideration of the sum of
Nine Hundred 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 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 South One Half ($\frac{1}{2}$) of the East Half ($\frac{1}{2}$) of the North East Quarter ($\frac{1}{4}$) of Section
Twenty Five (25) Township Fourteen (14) Range Twenty (20)

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.

This grant is intended as a mortgage to secure the payment of the sum of

Nine Hundred and no/100 Dollars, according to the terms of
000 certain note 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 con-
veyance 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 cost
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 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

J. F. Madl (SEAL)

Barbara Madl (SEAL)

STATE OF KANSAS,

County of Douglas County, ss.

BE IT REMEMBERED, That on this 22nd day of January
A. D. 1935 before me U. S. G. Plank, Dep. County Clerk a Notary Public in and for said County and State,
came J. F. Madl and Barbara Madl 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.

Legal Seal 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 to U. S. G. Plank Notary Public
Dep. Co. Clerk

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 14th day of May A. D. 1935

Attest:

David Hoy

This release
was written
in the original
mortgage
entered
the 11th day
of May
1935

Harold A. Beck
Reg. of Deeds