

MORTGAGE RECORD 90

The World Co., Lawrence, Kansas

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 7 day of
March A.D. 1945, At 10:25 A. M.By Harold A. Butell Deputy.THIS INDENTURE, Made this 25 day of Feb. in the year of our Lord nineteen hundred
45 between J. F. Madl and Barbara Madl, husband and wifeof Baldwin in the County of Douglas and State of Kansas
of the first part, and Will Hoy Baldwin, Kansasof the second part.
WITNESSETH, That the said parties of the first part, in consideration of the sum of Seventy Five Hundred
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 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-West Quarter (SW $\frac{1}{4}$) and the West Half ($\frac{1}{2}$) of
The North-West Quarter (NW $\frac{1}{4}$) all in Section 31, Township
14, Range 21 in Douglas County and State of Kansas.with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said J. F.
Madl and Barbara Madl 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 Seventy Five Hundred
Dollars, according to the terms of
one certain note this day executed and delivered by the said J. F. Madl and
Barbara Madl to the said part 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 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, to-
gether with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the parties making such sale, on
demand, to said heirs and assigns.IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seal the day and
year first above written.Signed, sealed and delivered in presence of J. F. Madl (SEAL)
Barbara Madl (SEAL)STATE OF KANSAS, } ss. BE IT REMEMBERED, That on this 26 day of Feb.
XXXXXX Douglas County }
A.D. 1945 before me C. B. Butell a Notary Public in and for said County and State,
came J. F. Madl and Barbara Madl, Husband and wife
to me personally known to be the said persons who executed the foregoing instrument of writing and duly acknowl-
(SEAL) edged 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 9-4-48 19 C. B. Butell Notary Public.

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 22 day of September A.D. 1953
Attest: Will HoyThis release
was written
on the original
mortgagethis 22 day
of September
1953Harold A. Butell
Reg. of Deeds
Deputy