

Made this 24th day of January

A. D., 1947, between Julius Ziesch and Marie J. Ziesch, husband and wife

of Baldwin in the County of Douglas and State of Missouri
of the first part, and Will Hays

~~of the second part.~~

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Three thousand and no/100 \$ 3,000 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 2^d of the second part his heirs and assigns forever, all that tract or parcel of land situated in the County of DeKalb and State of Kansas, described as follows to-wit:

Lot numbers One hundred (100) to One hundred One (101) and
The South 45 Acres
of the West One-Half (1/2) of the Southwest Quarter (SW1/4) of Section Four
(4), Township Fifteen (15), Range Twenty (20), including Lots numbered
One (1) to Twelve (12) both inclusive in Washburn's Addition to the
Town of Media, now known as West Baldwin, all in County of Douglas,
State of Kansas

with all the appurtenances, and all the estate, title and interest of the said part 422 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 Three Thousand and no/100 Dollars, according to the terms of one certain note, this day executed and delivered by the said parties of the first part to the said part V 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 party 7 of the second part has 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 7 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

Julius Zisch (SEAL)
M. G. Zisch (SEAL)
(SEAL)

STATE OF KANSAS.

DOUGLAS County. } ss

Be It Remembered, That on this 24th day of January A. D. 19 47
before me C. B. Butall a Notary Public
in and for said County and State, came Julius Ziesch and Marie J.
Ziesch, husband and wife

to me personally known to be the same person(s) who executed the within 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 September 4 19 48

Notary Public

Recorded January 25, 1947 at 11:15 A.M.