

REAL ESTATE MORTGAGE

35726 BOOK 94

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THIS INDENTURE, Made this 25 day of June in the year of our Lord One Thousand Nine Hundred Forty eight, between Vitus Hadl and Fern A. Hadl, his wife, of Lecompton in the county of Douglas in the State of Kansas, of the first part, and Vester H. Robison of the second part.

WITNESSETH, that the parties of the first part, in consideration of the sum of Forty-Six hundred and no cents DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell, convey and mortgage to the said party 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 Northwest Quarter (NW¹) of Section five (5), Township twelve (12), Range eighteen (18), in Douglas County, Kansas, containing one hundred fifty-four (154) acres, more or less.

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein. And the said part 1st of the first part do 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

and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a mortgage to secure the payment of the sum of

Forty-Six hundred and no cents DOLLARS

according to the terms of ONE certain promissory note this day executed by the said

Vitus Hadl and Fern A. Hadl, his wife,

to the said party of the second part, dated June 25 A.D., 1948, due and payable Dec. 25, 1955

year after the date thereof, with interest thereon from the date thereof until paid, according to the terms of said note. And this conveyance shall be void if such payment be made as in said note and herein specified.

And the said part 1st of the first part shall keep the buildings on said premises insured in favor of the holder hereof in the sum of Three thousand and no cents DOLLARS in some insurance company satisfactory to the holder thereof, and shall pay all taxes on said premises when due, in default whereof the said holder may obtain such insurance thereof as he may desire, or pay any taxes thereon, and the expense of such insurance and taxes shall from the payment thereof be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of ten per cent per annum.

But if default be made in such payment, or any part thereof, or interest thereon, or the insurance is not kept up thereon or the taxes on said premises, or any part thereof, are not paid when due, then this conveyance shall become absolute and the whole principal and interest shall be due and payable, or not, at the option of the holder hereof, without notice, and it shall be lawful for the said holder at any time thereafter to foreclose this mortgage and sell the said premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived, or not, at the option of the holder hereof; and out of the monies arising from such sale to retain the amount then due or to become due, according to the conditions of this instrument, together with the cost and charges of making such sale.

In case an action is commenced for the foreclosure of said mortgage, the grantors herein consent that the Court having jurisdiction of such foreclosure, or the Judge of such Court, shall upon application of said holder appoint a receiver to take charge of such mortgaged premises, pending such foreclosure proceedings, who shall be entitled to immediate possession of the premises, and the rents, issues and profits thereof, and the proceeds, after deducting all costs and expenses of said receivership, shall be credited on said note or judgment obtained thereon.

IN WITNESS WHEREOF, The said part 1st 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

Vitus Hadl (Seal.)
Fern A. Hadl (Seal.)

Kansas, of Mortgage

That the above is a true and correct copy of the original and duly recorded.