

35914

BOOK 94

THIS INDENTURE, made this 21 day of July 19 48
WITNESSETH that

ALLAN E. MADL AND VIOLE E. MADL, HIS WIFE,

State of Kansas of the County of Douglas
hereinafter called "Grantor", whether one or more,
does hereby mortgage to Phoenix Mutual Life Insurance Company, a Connecticut corporation, with its
principal office in Hartford, Connecticut; hereinafter called "Phoenix", the following described land
situated in the County of Douglas, State of Kansas, to wit:

The Southeast Quarter (SE $\frac{1}{4}$) of Section
One (1), Township Fourteen (14), of
Range Twenty (20); Subject to one (1)
acre in the southwest corner thereof
for school, and containing one hundred
fifty-nine (159) acres, more or less.

(The terms, covenants, and conditions of this mortgage are subject
to the Rules and Regulations of the Servicemen's Re-adjustment Act
of 1944 as amended; anything contained hereby to the contrary not-
withstanding.)

together with all the buildings, improvements and fixtures which are now on or hereafter may be
erected on said land, and all the tenements, hereditaments, privileges and appurtenances thereunto
belonging or in anywise appertaining, all of which said property is hereafter called "the premises".

This mortgage is given to secure the payment to Phoenix, at its principal office in Hartford,
Connecticut, of the sum of * * * Nine Thousand and No/100 * * * Dollars (\$9,000.00)
as follows:

The sum of \$180.00 shall be paid on the first day of January, 1949;
the sum of \$180.00 shall be paid on the first day of July, 1949,
and a like sum shall be paid on the first day of each January and
July thereafter up to the first day of July, 1978, on which date
the entire amount remaining unpaid under the note secured hereby
shall become due and payable.

according to the terms of a promissory note executed of even date herewith by Grantor, and in
accordance with prepayment privilege as specified in said note; and