

1st Assignment to Book 103 - Page

Reg. No. 5772
Fee Paid \$1.25

37628

BOOK 95

MORTGAGE—Standard Form

(No. 52A)

F. J. Boyle, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture,

Made this 18th day of March

A. D., 1949 between

Louis E. Maichel, a single man.

of Overbrook Kansas in the County of Douglas and State of Kansas

of the first part, and
Frank Simon

of the second part.

Witnesseth. That the said part Y of the first part, in consideration of the sum of Five Hundred DOLLARS

to him duly paid, the receipt of which is hereby acknowledged, he 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 Osage and State of Kansas, described as follows to-wit:

The NorthEast Quarter of the NorthWest Quarter, of Section (33)

Township (14), Range (18) Containing 40 acres more or less in Marion Township.

with all the appurtenances, and all the estate, title and interest of the said part Y of the first part therein. And the said Louis E. Maichel do hereby covenant and agree that at the delivery hereof he is 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 \$ 500.00

Dollars, according to the terms of a certain Note this day executed and delivered by the said Louis E. Maichel 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 conveyance 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 costs and charges of making such sale, and the surplus, if any there be, shall be paid by the part Y making such sale, on demand, to said 1st party

his heirs and assigns

In Witness Whereof, The said part Y of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Louis E. Maichel (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Osage County

Be It Remembered, That on this 18th day of March A. D. 1949

before me, C. J. Corliss, a Notary Public

in and for said County and State, came Louis E. Maichel, a single man.

to me personally known to be the same person who executed the foregoing 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 Comm.

to 33

C. J. Corliss
Notary Public

Recorded on March 25, 1949 at 11:05 A. M.

Register of Deeds