

MORTGAGE

(No. 32A)

Boyle Legal Blanks - Cash Stationery Co., Lawrence, Kansas

This Indenture, Made this Second day of SeptemberA. D. 1953, between William Maertens and Lena Maertens, his wife,

of Lawrence in the County of Douglas and State of Kansas
 of the first part, and Elmer Schneider and Pearl L. Schneider, husband and wife,
 as joint tenants with right of survivorship and not as tenants in common,
 of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of
Twenty Two Thousand Five Hundred (\$22,500) 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 parties of the second part their 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:

Beginning at the South West corner of the following described tract:
The East 30 acres of the Southwest Quarter of the Southeast Quarter of
Section No. Twenty Six (26), Township No. Twelve (12), Range No. Nineteen (19),
thence East 10 rods; thence North 80 rods, thence West 10 rods, thence
South 80 rods, to the place of beginning.

with all the appurtenances, and all the estate, title and interest of the said parties 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 Twenty Two Thousand Five Hundred (\$22,500)
 Dollars, according to the terms of a certain promissory note this day executed and delivered by the
 said parties of the first part to the
 said parties of the second part and payable in monthly installments of Two Hundred Fifty
(\$250.00) Dollars each together with interest thereon payable monthly,

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 parties of the second part their executors, administrators,
 and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner pre-
 scribed 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 parties
 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
 hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

William Maertens (SEAL)
Lena Maertens (SEAL)
 (SEAL)
 (SEAL)

STATE OF KANSAS,
Douglas County, ss.



BE IT REMEMBERED, That on this second day of September A. D. 1953
 before me, the undersigned, a Notary Public
 in and for said County and State, came William Maertens and Lena
Maertens, his wife
 to me personally known to be the same persons 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 Commission expires August 1955 E. A. Chandler Notary Public

Filed September 3, 1953 at 1:05 P. M.

RELEASED

Howard A. Beck Register of Deeds

The note herein described having been paid in full, this mortgage is hereby released, and the lien
 thereby created is discharged. As witness my hand this 1th day of March 1961.

Elmer Schneider
Pearl L. Schneider