

Reg. No. 13,245  
Fee Paid \$4.25

62602 BOOK 115

MORTGAGE

(No. 51A)

Boyles Legal Blanks—FOREE PRINTING CO.—Lawrence, Kansas

This Indenture, Made this 10th day of May  
A. D. 1957, between Emil H. Steuber and Anna A. Steuber, his  
wife  
of Lawrence, in the County of Douglas and State of Kansas  
of the first part, and Wm. M. P. Smith

of Edwardsville in Madison County, Illinois of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Seventeen Hundred Fifty and 00/100 (\$1750.00) 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 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 East Forty seven (47) feet of Lot  
Seventy-four (74) in Block Fifty-five (55) in the City of  
Lawrence, known as West Lawrence, in Douglas County, in  
the State of Kansas

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 herein

do hereby covenant and agree that at the delivery hereof they were 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, except a mortgage to Douglas County Building  
Loan Association

This grant is intended as a mortgage to secure the payment of Seventeen Hundred Fifty (\$1750.00)  
Dollars, according to the terms of 12 certain promissory notes this day executed and delivered by the  
said Emil H. Steuber and Anna A. Steuber to the  
said party of the second part each in the principal sum of \$145.83 with interest  
thereon at the rate of 2% per annum and payable in consecutive  
months commencing on the 10th day of June, 1957, until the whole of said  
principal sum secured by said notes and this mortgage has been  
fully paid

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 of the second part his executors, administrat-  
ors 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 party  
making such sale, on demand to said Emil H. Steuber and Anna A. Steuber

their heirs and assigns

In Witness Whereof, The said parties of the first part have hereunto set their  
hands and seal 5 the day and year first above written.

Signed, Sealed and delivered in presence of

Robert L. Beach

Emil H. Steuber (SEAL)

Anna A. Steuber (SEAL)

Emil H. Steuber (SEAL)

Anna A. Steuber (SEAL)

STATE OF KANSAS,

Douglas County ss:

BE IT REMEMBERED, That on this 10th day of May, A. D. 1957

before me, Robert L. Beach a Notary Public

in and for said County and State, came Emil H. Steuber and

Anna A. Steuber

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 Commission expires February 16, 1958 Robert L. Beach Notary Public



Recorded May 11, 1957 at 10:45 A.M.

Harold A. Beck, Register of Deeds  
By Marie Wilson Deputy

In Release, See Book 115 page 366