

65297

BOOK 117

MORTGAGE-Standard Form

(No. 52A)

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

This Indenture, Made this 7th day of March
in the year of our Lord nineteen hundred and fifty-eight between
JOHN ALBERT SCHEHRER and DORIS NADINE SCHEHRER, his wife

of Eudora in the County of Douglas and State of Kansas

of the first part, and J. LEE FULTZ

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of NINE HUNDRED SEVENTY and no/100ths 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:

Commencing at the Northeast corner of Section 8,
Township 14 South, Range 21 East, thence West 20
rods, thence South 16 rods, thence East 20 rods,
thence North 16 rods to place of beginning, con-
taining two acres, in Douglas County, 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 do hereby covenant and agree that at the delivery hereof they are the the lawful owner^s 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 Nine Hundred Seventy Dollars (\$970.00) Dollars, according to the terms of one certain note, this day executed and delivered by the said parties of the first part to the said part V of the second part J. Lee Fultz

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 V 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 overplus, if any there be, shall be paid by the part V 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 hands and seals the day and year first above written.

Signed, sealed and delivered in presence of

X John Albert Schehrer (SEAL)
JOHN ALBERT SCHEHRER

X Doris Nadine Schehrer (SEAL)
DORIS NADINE SCHEHRER

STATE OF KANSAS
Douglas County, ss.

Be it Remembered, That on this 7th day of March, A. D. 1958

before me, the undersigned, a Notary Public

in and for said County and State, came John Albert Schehrer and

Doris Nadine Schehrer, 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 Oct. 27, 1959.

Alice Patee Notary Public.



Recorded in Book Register of Deeds