

REAL ESTATE MORTGAGE.

357-2

CHART & Co., Printers and Binders, Topeka, Kan.
Blank Books and Legal Blotches of every description.This Indenture, Made this 12th day of October, 1960, in the year of our Lord one thousand nine hundred and 60 betweenWILBERT J. EDWARDS and ALEEN F. EDWARDS his wifeIn the County of Douglas

and State of Kansas, of the first part, and

CHARLES SCHEHRER and STELLA SCHEHRER. his wife.

of the second part,

WITNESSETH, That the said parties of the first part, in consideration of the sum of

Fifty Five Hundred (\$5500.00) 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 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:

Lots Nos Three (3) and Four (4).In Block One Hundred Eighty Five (185).In the City of Eudora, Douglas County, Kansas.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said

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,

and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Fifty Five Hundred (\$5500.00) DOLLARS,according to the terms of one certain promissory note this day executed by the said

parties of the first part to the said parties of the second part;

said note being given for the sum of Fifty Five Hundred DOLLARS,dated 12th day of October 1960, due and payable in one year from date hereof,

with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached.

And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of \$8000.00 DOLLARS, the same at the expense of the parties of the first part; and the expense of such taxes and accruing penalties, interest and costs, and insurance thereon be and become an additional lien under this mortgage upon the above-described premises, and shall bear interest at the rate of ten per cent. per annum. But if default be made in such payment or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and all taxes and accruing penalties and interest and costs thereon remaining at the option of the parties of the second part, and it shall be lawful for the parties of the second part, executors and administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law—appraisal hereby waived or not, at the option of the parties of the second part, together with the costs and charges of making such sale, and the surplus, if any there be, shall be paid by the parties of the first part, making such sale, on demand, to the said parties of the second part, heirs or assigns.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands and seals, the day and year first above written.

Signed and delivered in presence of

Wilbert J. Edwards (Seal.)Aleen F. Edwards (Seal.)Aleen F. EdwardsState of Kansas, DOUGLAS County, ss.BE IT REMEMBERED, That on this 12th day of October, 1960, A. D. 1960, before me,

the undersigned, a Notary Public in and for the County and State aforesaid, came

Wilbert J. Edwards and Aleen F. Edwards, his wife

to me personally known to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notary seal, on the day and year last above written.

W.C. Mercier
W.C. Mercier

(My commission expires August 12, 1963)

Recorded October 15, 1960 at 8:20 A.M.

Satisfaction

\$5500/00

RECEIVED OF Wilbert J. Edwards and Aleen F. Edwards his wife the within-named mortgagors, the sum of Fifty Five Hundred and no/100 Dollars, in full satisfaction of the within Mortgage.

Charles Schehrer
Stella Schehrer

Harold G. Beck Register of Deeds

By: Jamie Beem, Deputy February 16, 1961

This release was written on the original mortgage entered this 16th day of February 1961

Harold G. Beck
Reg. of Deeds
By: Jamie Beem
Deputy