

## MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOURNAL CO. Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this Twelfth day of March in the year of our Lord, Nineteen  
hundred and four, between Michael Schütz and Lydia Schütz, his wife  
of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and Louis Blaul of Burlington in the  
County of Des Moines and State of Iowa of the second part:

Witnesseth, That the said part of of the first part, in consideration of the sum of  
Two thousand eight hundred and 50 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 part of 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 5 rods south of the south east corner of the  
north west quarter of section No. 13, in Township No. 13, South, of Range No. 20, East of the  
1<sup>st</sup> P.M., thence west 11 rods, thence north 56 rods and thence to middle of public  
highway, thence east along public highway 14 rods, thence north 109 and a fraction  
rods to the north line of said north west quarter, thence east on said line to  
the north east corner of said north west quarter, thence south 165 rods to place of  
beginning, except four lots formerly occupied by Deas Calloway, containing 125  
acres of land more or less. Beginning north 55 1/4 degrees east 1316 feet  
from south west corner of the south west quarter of the north west quarter  
of section No. 20 (1) in Township No. 13, South, of Range No. 20, East of the 1<sup>st</sup> P.M., thence east 100 feet, north 390 feet, west 100 feet, south 390  
feet to place of beginning.

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said  
Michael Schütz and Lydia Schütz, his wife 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 the sum of  
Two thousand eight hundred dollars  
according to the terms of One certain Note this day executed

and delivered by the said Michael Schütz and Lydia Schütz, his wife to the said part of of the second part  
payable five years after date with interest at six per cent per annum, interest  
payable annually on the first day of March, of each year.

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, 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 of 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 sales to retain the amount then due for principal and interest, together with the cost and charges of making such sale, and the overplus, if  
any there be, shall be paid by the part of making such sale, on demand, to said Michael Schütz and Lydia Schütz, their  
heirs and assigns.

IN WITNESS WHEREOF, The said part of of the first part has hereunto set their hand and seal the day and year first above  
written.

Signed, Sealed and Delivered in Presence of

Michael Schütz [SEAL]  
Lydia Schütz [SEAL]  
[SEAL]

STATE OF KANSAS,  
County } ss.

BE IT REMEMBERED, That on this 10<sup>th</sup> day of March A. D. 1904, before me

H. F. March a Notary Public in and for said County and State, came  
Michael Schütz and Lydia Schütz, his wife  
to me personally known to be the same  
person who executed the foregoing instrument 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 July 24 1905 H. F. March Notary Public.

Filed for Record the 10<sup>th</sup> day of March A. D. 1904 at 4<sup>15</sup> o'clock P. M.  
W. C. Armstrong Register of Deeds.  
Deputy.

The note herein described having been paid in full, this mortgage in duplicate is hereby released and the lien thereby created discharged. As witness my hand and seal this 10th day of March, 1904.

Louis Blaul  
Eugene Mares  
J. J. Mares

Recorded March 19, 1904  
H. F. March  
Register of Deeds