

MORTGAGE RECORD No. 43.

MORTGAGE Standard Form. Kansas, Mo. Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 25th day of September in the year of our Lord, 1905, between Samuel Schuler, single, S. D. Schuler and Winnie Schuler his wife, of the Township of Endora in the County of Douglas and State of Kansas, of the first part, and _____ of the second part:

Seventeen Hundred Dollars, Witnesseth, That the said parties of the first part, in consideration of the sum of _____ 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 the second part 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 One hundred and fourteen (114) acres of the South West quarter (3) of Section Twenty-three (23), Township Thirteen (13), Range Twenty (20) and also Five (5) acres in the South part of North West quarter (3) of said Section described as follows: Beginning at the South East corner of said quarter section thence West on South line thereof Thirty-five (35) chains to reserve line; thence North on said reserve line Thirty (30) feet to center of County road; thence in an Easterly direction along said road good to a point in the east line of said quarter section; thence South along said East line Thirty (30) feet to beginning; with all the appurtenances, and all the estate, title and interest of the said part _____ of the first part therein. And the said _____ do hereby covenant and agree that at the delivery hereof _____ 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 _____ according to the terms of _____ certain _____ this day executed and delivered by the said _____ to the said part _____ of the second part payable five years after date with interest thereon according to the terms of said note and coupon bonds attached.

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 the second part, heirs, 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 sales, and the overplus, if any there be, shall be paid by the part _____ making such sale, on demand, to said _____ heirs and assigns.

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

Signed, Sealed and Delivered in Presence of
Samuel Schuler [SEAL]
S. D. Schuler [SEAL]
Winnie Schuler [SEAL]

STATE OF KANSAS, } ss.
Douglas County

BE IT REMEMBERED, That on this 25th day of Sept. A. D. 1905, before me a Notary Public in and for said County and State, came Lugh B. Blair Samuel Schuler single, S. D. Schuler and Winnie Schuler 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 25 Dec 1905 Lugh B. Blair Notary Public.

Filed for Record the 25th day of Sept. A. D. 1905 at 3³⁰ o'clock P. M.
W. B. Blair Register of Deeds.
By W. B. Blair Deputy.

The following is endorsement on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released and the said property is restored to the character of unencumbered land and the said Lugh Blair is hereby released from all liability thereon.
Recorded Sept 27, 1905
Hoyd Lawrence
Register of Deeds