

## MORTGAGE RECORD No. 43.

MORTGAGE Standard Form. JOHNSON, CO. PRINTERS. HINDERS AND BLANK BOOK MYERS LAWRENCE, KAN.

This Indenture, Made this 21<sup>st</sup> day of February in the year of our Lord, one thousand nine hundred and six, between Salome Schaefflin and William Schaefflin her husband of Linn in the County of Douglas and State of Kansas, of the first part, and the Merchants Loan & Savings Bank, a corporation of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of One thousand 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 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:

All that part of the north fifteen (15) acres of the W. 1/2 of the N.E. 1/4 of the S.E. 1/4 of Section number six (6), Township's thirteen (13), Range twenty (20) east of the sixth P.M., lying east of the Right of Way as conveyed to the L.L. & B.R.R. Co., containing eight (8) acres more or less.

with all the appurtenances, and all the estate, title and interest of the said party 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 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

\$1,000.

according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said party of the second part payable one year after date, with interest at 7% per annum.

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 party of the second part, the successors, 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 party making such sale, on demand, to said parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said party 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

Ernest Blair

Salome Schaefflin [SEAL]  
William Schaefflin [SEAL]

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 21 day of February A. D. 1906, before me Ernest Blair a Notary Public in and for said County and State, came Salome Schaefflin and William Schaefflin her husband 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. 1909

Ernest Blair  
Notary Public.

Filed for Record the 21 day of Feb. A. D. 1906 at 1:30 o'clock P. M.

Alfred Armstrong Register of Deeds.  
By Elmer Armstrong Deputy.

The following is endorsed on the original instrument.

The note herein described having been paid in full, this mortgage is hereby released, and the parties hereto are discharged from all obligations thereunder. Witness my hand and seal of office this 21 day of May 1907.

Recorded May 25, 1907.

A. W. Armstrong, Register of Deeds.

Recorded Feb. 21 - 1908.  
A. W. Armstrong, Reg. of Deeds.  
By Eric C. Armstrong, Deputy.

The following is endorsed on the original instrument.  
The note herein described having been paid in full, this mortgage is hereby released, and the parties hereto are discharged from all obligations thereunder. Witness my hand this 21 day of May 1907.