

MORTGAGE RECORD No. 45.

MORTGAGE STANDARD FORM, Gazette Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this Eleventh day of March in the year of our Lord 1909 and 1909 (1909), between Hugo Schellhorn and Dollie Schellhorn husband and wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Hugo Barthmann of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One thousand One hundred (\$1100) DOLLARS, to 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: Beginning at a point eighty (80) rods north of south east corner of section no. nineteen (19) Township no. twelve (12) south of Range no. (20) east of sixth (62) Principal Meridian, Kansas; Thence west (80) rods; Thence north 14 rods Thence west (80) rods Thence north 26 rods; Thence East 20 rods; Thence south 40 rods: to place of beginning. Containing 21.25 acres more or less except one acre described as beginning at north east corner of South east quarter 1/4 of north east quarter (1/4) of south east quarter (1/4) of section no. nineteen (19) Township no. twelve (12) south of Range no. Twenty (20) East of (62) P. M. Kansas; Thence South 150 feet; Thence west 200 feet; Thence north 150 feet to north line of said tract; Thence East 290 feet to place of beginning.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Hugo Schellhorn and Dollie Schellhorn 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 \$1100 according to the terms of one certain note this day executed and delivered by the said Hugo Schellhorn and Dollie Schellhorn to the said part of the second part One in ten years, interest at 6% payable annually. Privilege to pay 50 or any multiple at any time on thirty days notice

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

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

Signed, Sealed and Delivered in presence of

Hugo Schellhorn [SEAL]

Dollie Schellhorn [SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 15 day of March A. D. 1909, before me,

L. I. Stille a Notary Public in and for said County and State, came

Hugo Schellhorn and Dollie Schellhorn 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 June 20, 1910

L. I. Stille

Notary Public.

Filed for Record the 19 day of March A. D. 1909, at 9 o'clock A. M.

Floyd L. Lawrence Register of Deeds.
Winnice A. F. Lawrence Deputy.

This mortgage is intended to secure the payment of the sum of \$1100.00 and the interest thereon as provided in the mortgage. The mortgage is hereby released and the debt is hereby satisfied. At witness my hand this 15th day of March, A. D. 1909.

Hugo Schellhorn
Dollie Schellhorn
Hugo Barthmann

Recorded March 21, 1910
Floyd L. Lawrence
Register of Deeds

Recorded March 21, 1910
Floyd L. Lawrence
Register of Deeds