

# MORTGAGE RECORD No. 49.

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

This Indenture, Made this 26th day of November in the year of our Lord Nineteen  
hundred and ten, between John H. Scheffer and Rose E. Scheffer  
husband and wife of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and

J. C. Stubbs of the second part:  
Witnesseth, That the said part ies of the first part, in consideration of the sum of  
Three Hundred and 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 y 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:

Beginning at the South-east corner of the South-west Quarter (±) of Section Thirty Two (32)  
Township Twelve (12) Range twenty (20) Thence North 409 feet to the South line of of Cemetery  
road; thence along the South line of said road in a Westerly direction 207 feet to a stake;  
thence South 448 feet; thence East 203-3/4 feet to the place beginning, containing Two (2) acres  
more or less.

with all the appurtenances, and all the estate, title and interest of the said part ies 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

Three Hundred dollars This Grant is intended as a Mortgage to secure the payment of the sum of  
according to the terms of one certain note this day executed

and delivered by the said parties of the first part to the said part y of the second part  
for \$50.00 each during 6, 12, 18, 24, 30, & 36 months after Dec. 12th  
1910 10% int. after maturity

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

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

Signed, Sealed and Delivered in presence of

John H. Scheffer [SEAL]  
Rose E. Scheffer [SEAL]  
[SEAL]

## STATE OF KANSAS.

Douglas County } ss.

BE IT REMEMBERED, That on this 29th day of November A. D. 1910, before me,  
the undersigned a Notary Public in and for said County and State, came  
John H. Scheffer and Rose E. Scheffer, his wife  
to me personally known to be the same  
persons 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 January 24th 1914

E. J. Wilkey Notary Public.

Filed for Record the 28 day of Dec A. D. 1910, at 10:57 o'clock A. M.

Clay L. Lawrence Register of Deeds.  
Deputy.

This following is submitted on the official instrument

The note herein described having been paid in full, this mortgage is hereby released and the same hereby created discharged. As witness my hand this 26th day of November 1910.

J. C. Stubbs

Recorded 12-19-13

Clay L. Lawrence

Register of Deeds.

(Per Clerk of Court See Book 45-Page 570)