

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

This Indenture, Made this first day of August in the year of our Lord nineteen hundred and twelve, between Mary B Schall and E B Schall her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and Wm B Rushmer & John J Rushmer of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Twenty five Hundred (\$2500<sup>00</sup>) 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 2d of the second part their 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:

Lot No One hundred sixteen (116) L. A. It in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Mary L. Schall and E B Schall do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except one certain mortgage executed to C H Tinsler as security for the payment of \$2250<sup>00</sup>

This Grant is intended as a Mortgage to secure the payment of the sum of \$2500<sup>00</sup> according to the terms of One certain note this day executed and delivered by the said Mary L. Schall and E B Schall to the said part 2d of the second part for \$2500<sup>00</sup> dated Aug 1st 1912 and payable in three months

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 2d of the second part, their 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 2d making such sale, on demand, to said Mary L Schall, her heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hand and seal the day and year first above written. Mary L Schall [SEAL] E B Schall [SEAL]

STATE OF KANSAS, }  
Douglas County } ss.

BE IT REMEMBERED, That on this 17<sup>th</sup> day of Aug A. D. 1912, before me, Gertrude Standing a Notary Public in and for said County and State, came Mary L. Schall and E B Schall, her husband 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 July 5 1915 Gertrude Standing Notary Public.

Filed for Record the 17 day of Aug A. D. 1912, at 1<sup>55</sup> o'clock P. M. Floyd L Lawrence Register of Deeds. Deputy.

The following is returned in the original instrument) The note herein described having been paid in full, this instrument is hereby released and the lien hereby created discharged. As witness my hand this 17th day of August, 1912. Wm B Rushmer John J Rushmer Attorneys

Recorded June 7 1913 Floyd L Lawrence Register of Deeds

This instrument is returned in the original instrument) The note herein described having been paid in full, this instrument is hereby released and the lien hereby created discharged. As witness my hand this 17th day of August, 1912. Wm B Rushmer John J Rushmer Attorneys

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