

MORTGAGE RECORD.

This Indenture, Made this Second day of December in the year of our Lord one thousand nine hundred and eleven between Chas. Schulz and Caroline Schulz his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and

H. C. Spelling of the second part:

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Nine hundred Two (\$900.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has he sold, and by these presents do grant, bargain, sell and mortgage to the said part 4 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 number thirty six (36) on Vermont Street in the City of Lawrence, Kansas

with the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Chas. Schulz and Caroline Schulz, his wife do hereby covenant and agree that at the delivery hereof to us 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, and that he will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Nine hundred Two (\$900.00) DOLLARS,

according to the terms of a certain promissory note... this day executed by the said Chas. Schulz and Caroline Schulz, his wife to the said part 4 of the second part: said note being given for the sum of Nine hundred Two (\$900.00) DOLLARS,

dated December 2 1911 due and payable in two year 5 from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 4 coupons of 3 1/2 dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said part 1st of the first part hereby agree... to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises

insured in favor of the said mortgagee, in the sum of Nine hundred Two (\$900.00) DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the part 1st of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall, from the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof or interest thereon or the taxes assessed on said premises or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note... and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part 4 of the second part, and all sums paid by the part 4 of the second part for insurance, shall be due and payable or not, at the option of the part 4 of the second part; and it shall be lawful for the part 4 of the second part, the executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the part 4 of the second part, the executors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part 4 making such sale, on demand to the said Chas. Schulz & Caroline Schulz heirs and assigns.

IN TESTIMONY WHEREOF, The said part 1st of the first part has hereunto set their hand and seal 5 the day and year last above written.

Signed, sealed and delivered in presence of C. F. Schulz [SEAL] Caroline Schulz [SEAL]

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 15th day of Dec A. D. 1911, before me, C. F. Sparr a Notary Public in and for said County and State, came C. F. Schulz and Caroline Schulz, his wife to me personally known to be the same person... who executed the foregoing instrument of writing 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 Nov. 16 1912 C. F. Sparr Notary Public.

Filed for Record on the 22 day of Dec A. D. 1911 at 3:02 o'clock 9 M.

Thos L. Lawrence Register of Deeds.

Deputy.

(This following is entered as the original instrument)

These herein described having been paid in full, this mortgage is hereby released and the same is hereby discharged. As witness my hand this 15th day of Dec A. D. 1911.

(Signed) Chas. Schulz and Caroline Schulz

By M. Spelling

Recorded Nov. 26 1913

Hand L. Lawrence

By M. Spelling

By M. Spelling

28
Douglas County

(This following is entered as the original instrument)
The note herein described having been paid in full, this mortgage is hereby released and the same is hereby discharged. As witness my hand this 15th day of Dec A. D. 1911.

Recorded Nov 26 1914
Hand L. Lawrence