

Mortgage Record.

This Indenture, Made this 1st. day of January in the year of our Lord one thousand nine hundred Fourteen, between William Schubert and Lydia Schubert his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and Kaw Valley State Bank, Eudora. of the second part:

WITNESSETH, That the said part 1st. of the first part, in consideration of the sum of Two Thousand and no/100 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 1st. 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: The North Twenty Seven (27) feet of Lot Number Sixteen (16) in Block number One Hundred Thirty Five (135), Situated in the City of Eudora, County and State aforesaid

with the appurtenances, and all the estate, title and interest of the said part 1st. of the first part therein. And the said William Schubert and Lydia Schubert his wife do hereby covenant and agree that at the delivery hereof they are themselves of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they themselves 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 Two Thousand and no/100 DOLLARS,

according to the terms of a first mortgage on Real estate Bond William Schubert and Lydia Schubert his wife to the said part 1st. of the second part, said Bond being given for the sum of Two Thousand and no/100 DOLLARS, dated January 1st. 1914, due and payable in Five year s. from date thereof,

with interest thereon from the date thereof until paid according to the terms of said Bond and coupons xx 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 said mortgagee, in the sum of 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 1st. of the second part, and all sums paid by the part 1st. of the second part for insurance, shall be due and payable or not, at the option of the part 1st. of the second part; and it shall be lawful for the part 1st. of the second part their 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 1st. of the second part, their 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 1st. of the second part, William Schubert and Lydia Schubert his wife heirs and assigns.

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

Signed, sealed and delivered in presence of

Wm Schubert (SEAL)
Lydia Schubert (SEAL)

STATE OF KANSAS,
Douglas County } ss.

BE IT REMEMBERED, That on this 29th day of May A. D. 19 14, before me, the undersigned a Notary Public in and for the County and State aforesaid

(LS)

William Schubert and Lydia Schubert his wife to me personally known to be the same person s. 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 Jan. 17, 19 16.
This instrument was filed for record on the 17th day of June

Charles A. Hill Notary Public.
19 14 at 9:16 o'clock a. M.
Wm L. Lawrence Register of Deeds.
Geo. C. Mifflin Deputy.

Received William Schubert and Lydia Schubert the sum of Two Thousand Dollars, in full satisfaction of the within Mortgage. J. M. Cooper 19 14

Recorded June 5 19 14.
Edith D. Johnson Register of Deeds.

For assignment see Book 57 Page 28

July 26 1914