

MORTGAGE RECORD NO. 58

The following is enforced on the original instrument:
The note herein described having been paid in full, this mortgage is hereby
released and the lien thereby created is discharged.
As witness my hand this January 7 day of January A. D. 1924
John E. McManus
Notary Public
Douglas County, Kansas
Recorded January 7 1924
John E. McManus
Register of Deeds
(Seal)

This Indenture, Made this 2nd day of January in the year of our Lord
twentieth hundred nineteen between William Schubert and
Lydia Schubert, his wife of Eudora in the County of
Douglas and State of Kansas, of the first part, and
State Bank of Eudora, Eudora, Kansas of the second part:

WITNESSETH That the said part ice 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 doll grant, bargain,
sell and mortgage to the said part y of the second part ice 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 Section (16) Block One hundred thirty five (135).
In the City of Eudora, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part ice of the first part therein. And the said
William Schubert and Lydia Schubert, his wife
doll 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 Two Thousand Dollars
according to the terms of one certain note this day executed
and delivered by the said William Schubert and Lydia Schubert to the said part y of the second part

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment for 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, ice 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
sale to retain the amount then due for principal and interest, together with the cost and charges of making such sale, and the overplus, if any there
be, shall be paid by the part y making such sale, on demand, to said William Schubert and Lydia Schubert,
heirs and assigns.

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

Signed, Sealed and Delivered in the presence of
Wm Schubert (SEAL)
Lydia Schubert (SEAL)

STATE OF KANSAS,
Douglas County } ss.

BE IT REMEMBERED, That on this 2 day of January A. D. 1924, before me,
August H. Fuhler a Notary Public in and for said County and State, came
Wm Schubert and Lydia Schubert, his 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 Feb 18 1925 August H. Fuhler Notary Public.

Filed for Record the 16 day of Jan A. D. 1924, at 9¹⁰ o'clock A.M.
Estelle Northrup Register of Deeds
Ferne Flora Deputy.