

## MORTGAGE RECORD NO. 58

This Indenture, Made this 30<sup>th</sup> day of January in the year of our Lord nineteen hundred Twenty between William I. Schmitt and Mary E. Schmitt, his wife, of Douglas and State of Kansas, of the first part, and

J. H. Johanning of the second part: **WITNESSETH** That the said part is of the first part, in consideration of the sum of Thirty five hundred DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, he is sold, and by these presents do grant, bargain, sell and mortgage to the said part 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: The West half (1/2) of the South West Quarter (SW 1/4) of Section No. Eight (8) in Township No. Fifteen (15) South of Range No. Nineteen (19) East of the Sixth (6) P.M. Containing Eighty (80) acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said William I. Schmitt and Mary E. Schmitt 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 if.

This Grant is intended as a Mortgage to secure the payment of the sum of Thirty five hundred dollars according to the terms of one certain note this day executed and delivered by the said William I. Schmitt & Mary E. Schmitt to the said part of the second part five years after date with 6% interest payable annually.

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 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 of making such sale, on demand, to said William I. Schmitt & Mary E. Schmitt their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

William I. Schmitt (SEAL)  
Mary E. Schmitt (SEAL)  
(SEAL)

STATE OF KANSAS,

Douglas County } ss.  
BE IT REMEMBERED, That on this 30 day of Jan A. D. 19 20 before me,

(L.S.)

Chas. C. Clark a Notary Public in and for said County and State, came William I. Schmitt and Mary E. Schmitt 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 May 15 19 23

Filed for Record the 4<sup>th</sup> day of Feb A. D. 19 20 at 9:55 o'clock A.M.  
Notary Public.  
Estelle Spittnerup Register of Deeds  
Deputy.

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 10 day of April A. D. 19 25

J. H. Johanning

Recorded April 23 1925  
Paul E. McCluney  
Register of Deeds