

MORTGAGE RECORD NO. 60

Reg Fee = 250

The following is endorsed on the original instrument.

The note herein described and hereby acknowledged, in full, this mortgage is hereby released and the lien thereby created hereby released.

As witness my hand this 4th day of March A.D. 1926

Henry Hagenbach

Attest: Adolph Ziegler

Recorded March 10 1926

Du E. Williams

Register of Deeds

Williams

This Indenture, Made this 5th day of March in the year of our Lord one thousand nine hundred and twenty six, between Bert Daugherty and Sarah Daugherty, his wife, and Clarence Daugherty and Nellie Daugherty, his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and Henry Hagenbach of the second part:

WITNESSETH That the said part^{ies} of the first part, in consideration of the sum of Two hundred 00/100 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^{ies} 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: Lot Number One (1) in Block One hundred and forty six (146) in the City of Eudora, County and State aforesaid.

with all the appurtenances, and all the estate, title and interest of the said part^{ies} of the first part therein. And the said Bert Daugherty wife and Clarence Daugherty and wife 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.

This Grant is intended as a Mortgage to secure the payment of the sum of Two hundred 00/100

according to the terms of an certain note this day executed and delivered by the said Bert Daugherty, his wife and Clarence Daugherty and wife to the said part^{ies} of the second part said note bearing the interest from date payable semi-annually, such time as from date such principal to be paid with interest and paying time in a sum of \$100. and over 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^{ies} 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^{ies} making such sale, on demand, to said parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said part^{ies} of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

Adolph ZieglerBert Daugherty (SEAL)Sarah Daugherty (SEAL)Clarence Daugherty (SEAL)Nellie DaughertySTATE OF KansasDouglas County

BE IT REMEMBERED, That on this 19th day of April A. D. 1926, before me, Adolph Ziegler, a Notary Public in and for said County and State, came Bert Daugherty and Sarah Daugherty, his wife and Clarence Daugherty and Nellie Daugherty, his wife to me personally known to be the same person who executed the foregoing instrument and duly acknowledged 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 January 2nd 1927Adolph Ziegler

Notary Public.

Filed for Record the 27 day of April A. D. 1926 at 8:00 o'clock A.M.Edward Hagenbach Register of DeedsSamuel B. Williams Deputy.