

MORTGAGE RECORD NO. 63

SAUL DOBSON STATIONERY CO KANSAS CITY MO 64108

This Indenture, Made this 15th day of August in the year of our Lord 1925, between Mary Blanche Johnson and Chas. B. Johnson her husband of Douglas in the County of Douglas and State of Kansas, of the first part, and Adolph H. Schubert of the second part:

Two Thousand and 700 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 party 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 Eleven (11) and the South sixteen (16) feet of Lot Number Twelve (12) in Block Number One Hundred forty eight (148) City of Eudora, County and State aforesaid

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Parties of the first part 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 Thousand and 700 Dollars according to the terms of Two certain notes this day executed and delivered by the said Parties of the first part to the said party of the second part two notes, one for \$1800 and one for \$200 due 3 years from date, bearing 6% interest from date. and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments 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 party 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 party of the first part making such sale, on demand, to said Parties of the first part.

IN WITNESS WHEREOF, The said parties 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 Mary Blanche Johnson (SEAL) Chas. B. Johnson M.D. (SEAL)

STATE OF Kansas ss. Douglas County BE IT REMEMBERED, That on this 15th day of August A. D. 1925, before me, H. A. Schubert a Notary Public in and for said County and State, came Mary Blanche Johnson and Chas. B. Johnson her husband to me personally known to be the same persons 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 April 21st 1927 H. A. Schubert Notary Public.

Filed for Record the August 18 day of 1925 at 9 o'clock A.M. W. C. Wellman Register of Deeds. Deputy.

Book No. 1007 Page 58
Recorded Aug. 31 1925
W. C. Wellman Register of Deeds
A. D. 1925
The following is endorsed on the original instrument.
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.
As witness my hand this 27th day of Aug. Adolph H. Schubert
Attest: