

## MORTGAGE RECORD NO. 63

SAMUEL DODD WORTH STATIONERY CO KANSAS CITY MO 64108

This Indenture, Made this 11th day of August in the year of our Lord nineteen hundred & twenty five, between Henry Schlegel, a single man of Lawrence in the County of Douglas and State of Kansas, of the first part, and E. G. Day of the second part:

Witnesseth That the said party of the first part, in consideration of the sum of Five Hundred & no 100 - (\$500.00) DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has 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:

For Twenty-eight (28) in Maple Lawn  
an Addition to the City of Lawrence -  
Kansas.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part does hereby covenant and agree that at the delivery hereof he is 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 Five Hundred & no 100 - Dollars according to the terms of one certain note this day executed and delivered by the said party of the first part to the said party 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 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 heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Henry Schlegel (SEAL)  
(SEAL)  
(SEAL)

STATE OF Kansas } ss.  
Douglas County }  
BE IT REMEMBERED, That on this 13th day of August A. D. 1925, before me,

The undersigned -  
R. S. Henry Schlegel, a single man 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 December 29 1928 Denise E. Jones Notary Public.

Filed for Record the 25th day of Aug. A. D. 1925 at 4:30 o'clock P. M.  
Spa. B. Wellman Register of Deeds.  
Deputy.

Pay. No. 1007  
Rec. Paid 125

Recorded July 7 - 1927  
Spa. B. Wellman

Recorded July 7 - A.D. 1927  
E. G. Day

The following is attached on the original instrument  
reference and the lien thereby created discharged.  
As witness my hand this 13th day of August 1925

Attest