

Reg. No. 1880
Fee Paid 4.25

MORTGAGE RECORD NO. 63

499

SAUL DOGGEWORTH STATIONERY CO KANSAS CITY MO 64108

See Assignment on Book 75 Page 582

This Indenture, Made this 14th day of July in the year of our Lord nineteen hundred twenty six, between Paul J. Schubert and Lillian M. Schubert, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Adolph Letz, Jr. of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Seventeen 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 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 South Fifty (50) feet of the East 181.2 feet - (less the east fifty feet thereof, said east fifty feet being deeded to Douglas County for a street) of lot one (1) Block Four (4) in North Lawrence, an addition to the City of Lawrence, Kansas.

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 Seventeen Hundred 00/100 - Dollars - according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said party of the second part due on or before 5 years from date at 7% Int. payable semi annually.

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 making such sale, on demand, to said parties of the first part, his heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Paul J. Schubert - (SEAL)
Lillian M. Schubert (SEAL)

STATE OF Kansas ss. Douglas County
BE IT REMEMBERED, That on this 15th day of July A. D. 1926, before me, W. A. Draper Notary Public in and for said County and State, came Paul J. Schubert and Lillian M. Schubert, 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 March 31st - 1930 W. A. Draper Notary Public.

Filed for Record the 15 day of July A. D. 1926, at 12 o'clock P. M. Lois E. Williamson Register of Deeds. Deputy.