

500

Reg. No. 1286
3000

MORTGAGE RECORD NO. 63

SAUL DOORWORTH STATIONERY CO KANSAS CITY MO 64102

See Assignment See Mortgage Book 77 Page 40

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 Fetz Jr. of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Twelve 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 y 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 50 feet thereof, said East fifty feet being deeded to Douglas County for g Street) Lot No One (1) Block Four (4) in South Lawrence, An Addition to the City of Lawrence, Kansas -

with all the appurtenances, and all the estate, title and interest of the said part ies 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 Twelve Hundred 00/100 - Dollars according to the terms of one certain note and delivered by the said parties of the first part to the said part y of the second part this day executed

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

IN WITNESS WHEREOF, The said part ies of the first part have hereunto set their hand and seals 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 }
Douglas County } ss.
BE IT REMEMBERED, That on this 15th day of July A. D. 1926, before me, M. 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 M. A. Draper -

Filed for Record the July 15th day of 1926 at 12:10 o'clock P. M. Notary Public.
J. E. Wellman Register of Deeds.
Deputy.

FORM 2

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My sub. being described having been paid in full. This mortgage is hereby released and striking thereby effect, including all interest. Witness my hand and seal this 25 day of Nov. A.D. 1926. J. E. Wellman

This release was written