

## MORTGAGE RECORD NO. 63

EAML DODSWORTH STATIONERY CO KANSAS CITY, MO 64111

For Assignment see Mortgage Book 77 Page 40

The next heron described having been paid in full. This mortgage is hereby cancelled and the lien thereby extirpated, discharged.

Edw. witness my hand this 23 day of May A.D. 1944

Edw. Lewis

This Indenture, Made this 14<sup>th</sup> day of July in the year of our Lord nineteen hundred twenty six, between Paul G. Schubert and Lillian May Schubert, his wife. in the County of Douglas and State of Kansas, of the first part, and

WITNESSETH That the said part ies of the first part, in consideration of the sum of Five Hundred 00/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve 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, State of Kansas, described as follows to-wit:

These undivided one sixth interest in Lot Number Sixteen (16) in Block One Hundred Thirty-five (135) 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 owner of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except a mortgage of \$2000.

This Grant is intended as a Mortgage to secure the payment of the sum of Five Hundred and 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 3 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 part of 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 of making such sale, on demand, to said

Paul G. Schubert and Lillian May, his wife - their heirs and assigns.  
IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals  
the day and year first above written.

Signed, Sealed and Delivered in the presence of

Paul F. Schubert (SEAL)  
 Lillian May Schubert (SEAL)  
 (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, a Notary Public in and for said County and State, came  
Paul J. Schubert and Lillian May 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 19 30 W. A. D. Raper Notary Public.

Filed for Record the July 15<sup>th</sup> day of 1926 at 12:15 o'clock P. M.  
by Geo. E. Welch Register of Deeds.  
Deputy

This release  
was written  
on the original  
mortgage  
dated 25 day  
of November  
1944  
Harold P. Bond  
Reg. of Deeds