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FROM

STATE OF KANSAS, DOUGLAS COUNTY, SS.

Walter H. Schoewe et al
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This instrument was filed for record on the 8 day of Feb A. D. 1926, at 9:50: A. M.

The Merchants Loan and Sav. Bk.

By

Register of Deeds

Deputy.

Reg No. 1446
Fee Paid 2.75

Fee Paid 2.75

THIS INDENTURE, Made this first day of February, in the year of our Lord, one thousand nine hundred and twenty six between Walter H. Schoewe and Caroline M. Schoewe his wife

of Lawrence, in the County of Douglas and State of Kansas
parties of the first part, and The Merchants Loan & Savings Bank
Lawrence, Kansas

WITNESSETH, that the said parties of the first part, in consideration of the sum of _____ part y of the second part, Eleven hundred _____ DOLLARS, to then duly paid, the receipt of which is hereby acknowledged, ha ve sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part y of the second part, to following described real estate situated and being in the County of Douglas _____ and State of Kansas, to-wit:

Lot number six (6) in block number three (3) in University Place an addition to the City of Lawrence, Douglas County, Kansas and known as sixteen hundred fifty two (1652) Illinois street.

with the appuretenances and all the estate, title and interest of the said parties... of the first part therein.

And the said part 105 of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner 8 of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

and that they will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the part 108 of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that they keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the part y of the second part, the loss, if any, made payable to the part y of the second part to the extent of its interest. And in the event that said part 108 of the first part shall at any time fail to perform its obligations under this article, then the part y of the second part shall be bound to perform the same.

part Y of the second part may pay said taxes and insurance, or either, and the rate of 10% from the date of payment until fully repaid

THIS GRANT is intended as a mortgage to secure the payment of the sum of

according to the terms of one certain written obligation for the payment of said sum of money, executed on the first day of February 19 26 and by its terms made payable to the part y of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said part y of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said part 1st of the first part shall fail to pay the same as provided in this indenture.

[illegible]

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, the part ies of the first part ha ve hereunto set their hand s and seal s the day and year last above written.

Walter H. Schoewe. (SEAL)

Caroline M. Schoewe (SEAL)

STATE OF Kansas
COUNTY OF Douglas

BE IT REMEMBERED, That on this 6th day of February A. D. 19 26, before me, a Notary Public,

Walter H. Schoewe and Caroline M. Schoewe his wife

LS to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the 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 on the 20th day of April 1929. A.P. McClanahan
Notary Public.

RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 5th day of February 19 27.

By A. F. McClanahan Vice President

The original mortgage of this note, being presented to me this 22 day of November, 1944, wherein that the California seal of the Mortgage Loan Savings Bank had expired to the release specified therein.

Forrest D. Beck
Agent, of Deeds.

This Release
was written
on the original
Mortgage
entered
this 3rd day
of Feb
1927
J. E. L.
Reg. of Deeds
Deputy