

MORTGAGE RECORD 72

529

FROM
C. Schaeke and wife
TO
The Fraternal Aid Union

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 7 day of April A. D. 19 32, At 11:05: A. M.
E. E. Armstrong
Register of Deeds.
Deputy.

THIS INDENTURE, Made this 5th day of April in the year of our Lord nineteen hundred thirty-two between C. Schaeke and Louisa Schaeke, his wife

of Lawrence in the County of Douglas and State of Kansas
of the first part, and The Fraternal Aid Union, a corporation of Lawrence, Kansas.

WITNESSETH, That the said part ies of the first part, in consideration of the sum of TWO THOUSAND 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 its successors 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 One Half of Lot Seventy-eight (78) and all of Lot Eighty (80) on Louisiana Street in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said C. Schaeke & Louisa Schaeke 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 also agree to keep the buildings insured for \$3500.00 against loss by Fire or Tornado, policies to be held with loan papers. This grant is intended as a mortgage to secure the payment of the sum of Two Thousand Dollars, according to the terms of one certain note this day executed and delivered by the said C. Schaeke and Louisa Schaeke to the said part y of the second part (\$2000.00 due three years after date with interest at six per cent per annum, payable semi-annually; 10% after maturity.)

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 its 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 sale to retain the amount then due for principal and interest, together with the cost and charges of making such sale, 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, their heirs and assigns

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

Signed, sealed and delivered in presence of C. Schaeke (SEAL)
Louisa Schaeke (SEAL)

STATE OF KANSAS,
COUNTY OF Douglas ss.
BE IT REMEMBERED, That on this 7th day of April A. D. 19 32 before me T. J. Sweeney Jr. a Notary Public in and for said County and State, came C. Schaeke and Louisa Schaeke, his wife to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.
Legal Seal 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 22 19 34 T. J. Sweeney Jr. Notary Public.

RELEASE.
The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged.

As Witness my hand, this 15th day of August A. D. 19 41

ATTEST:
(Orig. Seal)
The Standard Life Association
By Martin Miller
Treasurer.

This Release was written on the original Mortgage and signed this 12th day of August 19 41
Harrell A. Bell
Reg. of Deeds