

MORTGAGE RECORD 72

FROM
 Clarence H. Schaeke and wife
 TO
 Peoples State Bank, Lawrence, Kansas.

STATE OF KANSAS, DOUGLAS COUNTY, ss.
 This instrument was filed for record on the 22 day of
 Dec. A.D., 1932, at 4:30 P. M.
Elmer E. Armstrong Register of Deeds.
 By Deputy.

Rec. No. 2673
 Fee Paid 2.02

THIS INDENTURE, Made this 22nd day of December in the year of our Lord nineteen hundred thirty two between Clarence H. Schaeke and Hazel Schaeke, husband and wife

of Lawrence, in the County of Douglas, and State of Kansas
 of the first part, and Peoples State Bank, Lawrence, Kansas.

of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of
 One thousand 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 2nd of the second part its 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:

Lot No. Seven (7) and Eight (8), in Block Four (4), in Haskell Place in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said first parties

do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances whatsoever.

This grant is intended as a mortgage to secure the payment of the sum of

One thousand 00/100----- Dollars, according to the terms of
 one certain note this day executed and delivered by the said first parties

to the said part 2nd of the second part.

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 2nd of the second part or 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 2nd making such sale, on demand, to said parties of the first part

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 presence of

Clarence H. Schaeke (SEAL)

Hazel Schaeke (SEAL)

STATE OF KANSAS,
 COUNTY OF Douglas ss. BE IT REMEMBERED, That on this 22nd day of December
 A. D. 19 32 before me T. J. Sweeney Jr. a Notary Public in and for said County and State,
 came Clarence H. Schaeke and Hazel Schaeke, husband and wife
 to me personally known to be the same persons 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
 My Commission expires March 22 1934 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 21st day of July A. D. 1932

ATTEST:

Conf. Seal

Peoples State Bank, Lawrence, Kans.
 by T. J. Sweeney Jr. Vice President

This Release was written on the original of the mortgage entered this 21st day of July 1932

Harold A. Smith
Fred W. Kahn