

**This Indenture,** Made this 11th day of Septemberin the year of our Lord nineteen hundred forty eightClarence C. Daugherty and Nellie C. Daugherty, husband and wifeof Eudora in the County of Douglas and State of Kansasof the first part, and Charles T. Schehrer

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Sixteen Hundred and no/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 party 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:

Lot No. 10 and the South one-third of Lot No. 9, in Block No. 148, in the City of Eudora, Douglas County, Kansas.

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 owners of the premises above granted, and seized of a good and lawful estate of inheritance therein, free and clear of all incumbrances.

This grant is intended as a mortgage to secure the payment of Sixteen Hundred and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said Clarence C. Daugherty and Nellie C. Daugherty, his wife to the said party of the second part Charles T. Schehrer

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 party 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 sale to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and the surplus, if any there be, shall be paid by the party of the second part making such sale, on demand, to said Clarence C. Daugherty and Nellie C. Daugherty, husband and wife their heirs and assigns.

In witness whereof, The said parties of the first part have hereunto set their hands and seal on this day and year first above written.

Signed, sealed and delivered in presence of:

Clarence C. Daugherty (SEAL)  
Nellie C. Daugherty (SEAL)  
(SEAL)

STATE OF KANSAS  
Douglas County, ) ss.

Be it Remembered, That on this 11th day of September A. D. 1948

before me, the undersigned Notary Public in and for said County and State, came Clarence C. Daugherty and Nellie C. Daugherty, 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.

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 December 22, 1948.

Olivera Burriss Notary Public.

Recorded September 14, 1948 at 4:00 P. M.

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 13 day of July A. D. 1948

Attest: W. C. Berger

Charles T. Schehrer