

MORTGAGE RECORD

P. T. Foley, Print Book Manufacturer, LAWYERS, KANS.

This Indenture, Made this 25th day of November in the year of our Lord one thousand eight hundred and eighty eight between Frank Blechel Jr. and Anna his wife of Cudora in the County of Douglas and State of Kansas of the first part, and Adolph Lotz Jr. of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of One hundred and twenty 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 2d 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: The North half of Lot 12 twelve and 1/2 block one hundred and eighty two (182) also Lot Thirteen (13) except one half interest in and to the North East quarter (1/4) of said lot, being 28 feet front and 66 feet deep. Block 12 is all this property situated in the City of Cudora, Douglas County, Kansas according to the plat of said lot.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Frank Blechel Jr. and Anna his wife 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 indefeasible estate of inheritance therein free and clear of all incumbrances

This grant is intended as a Mortgage to secure the payment of the sum of One hundred and twenty Dollars according to the terms of one certain Note this day executed and delivered by the said Frank Blechel Jr. and Anna his wife to the said part 2d of the second part: \$120 payable two years after date with interest at 6% from date payable monthly

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, 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 2d 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, appraisement hereby waived or not at the option of the party of the second part his executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges of making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Frank Blechel Jr. and wife their heirs and assigns.

In Witness Whereof, The said part 1st of the first part, has hereunto set his hands and seal the day and year first above written.

Signed and delivered in presence of

Frank Blechel Jr. (SEAL.)Anna Blechel (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 25th day of November, A. D. 1888, before me, Charles Pilla, a Notary Public in and for said County and State, came Frank Blechel Jr. and Anna his wife to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires January 17 1891.Chas Pilla

Notary Public.

Recorded Dec 3 A. D. 1888, at 5²⁰ o'clock P. M.

Reg. of Deeds

The following is a true and correct copy of the original instrument as recorded in the office of the County Clerk of Douglas County, Kansas, on the 19th day of December, 1888.