

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 23rd day of June in the year of our Lord one thousand eight hundred and ninety two between Fred W Ott and Clara Ott his wife of the Township of Eudora in the County of Douglas and State of Kansas of the first part, and Charles Pitta of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Seven hundred 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: The South sixty (60) acres of the East eighty (80) acres of the North East quarter (1/4) of Section 12 in Township 13 of Range 20 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 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 save and except a certain mortgage of \$1600 to E. Stimpson dated 15th June 1892.

This grant is intended as a Mortgage to secure the payment of the sum of Seven hundred dollars according to the terms of One certain promissory note this day executed and delivered by the said Fred W. Ott and wife to the said party of the second part payable three years after date with interest at seven percent semi-annually at the State Bank of Eudora in Eudora Kansas.

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 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, appraisement hereby waived or not at the option of the party of the second part his executors, administrators or assigns; and out of all 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 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 and delivered in presence of

Hugh BlairFred W. Ott

(SEAL.)

Clara Ott

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 23rd day of June, A. D. 1892, before me Hugh Blair, a Notary Public in and for said County and State, came Fred W Ott and Clara Ott 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.

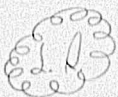
My commission expires 28th Decr 1893Hugh Blair

Notary Public.

Recorded June 24 A. D. 1892, at 4 o'clock P M.James Brooks

Register of Deeds

The following is endorsed on the original instrument
The note herein described having been paid in full the mortgage
is hereby released and the same hereby created discharged
As witness my hand and seal this day of April A.D. 1900.
Notary Public
Recorded April 9th 1900. W. Gordonman Register of Deeds



The following is endorsed on original instrument