

MORTGAGE Standard Form. GALE, DODSWORTH & CO., LEAVENWORTH, KAN.

This Indenture, Made this 2nd day of Septbr. in the year of our Lord, one thousand nineteen hundred and one, between B. H. Hammer & Christina Hammer, his wife, of Eudora in the County of Douglas and State of Kansas, of the first part, and Adolph Lotz Jr. Eudora Mo. of the second part:

Witnesseth, That the said part is of the first part, in consideration of the sum of Seven hundred Dollars,

to them duly paid, the receipt of which is hereby acknowledged, he vs sold, and by these presents do grant, bargain, sell and mortgage to the said part of 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:

lots number One (1) two (2) three (3) five (5) six (6) eight (8) nine (9) Block 133 (One hundred and thirty three) in the City of Eudora, Douglas County Kansas.

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said B. H. Hammer, wife 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

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 Note this day executed and delivered by the said B. H. Hammer & Christina Hammer to the said part of 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 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 of 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 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 part of making such sale, on demand, to the said B. H. Hammer wife, their, heirs and assigns.

IN WITNESS WHEREOF, The said part is of the first part have hereunto set their hand and seal the day and year first above written. this 2nd day of September, in the year of our Lord nineteen hundred and one.

Signed, Sealed and Delivered in Presence of

B. H. Hammer (SEAL)

Christina Hammer (SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas COUNTY ss.

BE IT REMEMBERED, That on this 2nd day of Septbr. A. D. 1901, before me

Charles Pilla

a Notary Public in and for said County and State, came

B. H. Hammer & Christina Hammer, his wife,

to me personally known to be the same

person 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 Jan'y 16 1903

Chas. Pilla

Notary Public

Filed for Record the 5th day of July A. D. 1902, at 1³⁰ o'clock P. M.

G. B. Soiman, Register of Deeds

The following is enclosed on the original instrument -
The mortgage described having been fully in full this mortgage is hereby
released & the new hereby created discharged. Eudora Mo. Sept. 2-7-1902
Adolph Lotz Jr.

Witness: Billie Engdahl

Recorded - Sept. 9 - 1902 -
H. D. Soiman,
Register of Deeds
By Billie Soiman, Deputy

The following is enclosed on the original instrument
The note having been fully in full this mortgage
is hereby released and the new hereby created discharged.