

## MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. Jorgensen Co. Printers, Binders and Blank Book Makers, Lawrence, Kan.

Received Sept 26 1912  
 George A. Ott  
 Register of Deeds

This mortgage is returned on the 26th day of September 1912, to the County of Douglas, Kansas, for recording. The mortgage is hereby created and acknowledged. As witness my hand and the seal of the County of Douglas, Kansas, this 26th day of September, A. D. 1912.  
 J. H. L. H. M.  
 (Seal)  
 M. H. H. M. H. M.

This Indenture, Made this 23 day of February in the year of our Lord, twentieth  
hundred and five, between Mary A. Ott and George A. Ott,  
her husband, of the Township of Endora in the County of  
Douglas and State of Kansas, of the first part, and  
Merchants Loan and Savings Bank of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of  
Twelve Hundred and Fifty 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 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 East Sixty (60) acres of the North West  
quarter (4) of Section Twenty-four (24) in Township Thirteen (13)  
of Range Twenty (20) East of the 6th P. M. in said County and State.

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 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  
Twelve Hundred & Fifty Dollars  
 according to the terms of One certain Note this day executed  
 and delivered by the said Parties of the first part to the said part 2d of the second part  
Payable five years after date to said part of second part at Merchants  
National Bank, Lawrence, 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 part 2d of the second part heirs, 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 cost and charges of making such sales, and the overplus, if  
 any there be, shall be paid by the part 2d making such sale, on demand, to said Parties of the first part, their  
 heirs and assigns.

IN WITNESS WHEREOF, The said part 1st 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  
Jennie Watt George A. Ott. [SEAL]  
Mary A. Ott. [SEAL]  
[SEAL]

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 23rd day of Feb. A. D. 1912, before me

Jennie Watt a Notary Public in and for said County and State, came  
Mary A. Ott and George A. Ott, her husband  
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 subscribed my name and affixed my official seal on the day and  
 year last above written.

My Commission Expires 30th March 1912 Jennie Watt Notary Public.

Filed for Record the 24 day of Feb. A. D. 1912 at 10:25 o'clock P. M.  
R. W. Armstrong Register of Deeds.  
By J. C. Armstrong Deputy.