

MORTGAGE RECORD.

This Indenture, Made this 15th day of August in the year of our Lord one thousand nine hundred and twelve, between W. S. Uttinger, a single man

of Lawrence in the County of Douglas and State of Kansas, of the first part, and G. P. Uttinger

of the second part:

WITNESSETH, That the said part 1 of the first part, in consideration of the sum of

Two Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage to the said part 2 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: 1

Beginning on the quarter section line at a point S22 feet north of the South East corner of the North west fractional quarter of Section Nineteen (19) Township twelve (12) Range twenty (20); thence North 498 feet; thence west 557 feet to Railroad right of way; thence 100 feet across Railroad right of way; thence West to the Kansas River; thence in a southerly direction along the river bank to a place due West of the place of beginning thence East 225 feet to railroad right of way; thence 100 feet across Railroad right of way; thence East 589 feet to place of beginning, containing in all 9.57 acres more or less.

with the appurtenances, and all the estate, title and interest of the said part 1 of the first part therein. And the said

parties of the first part hereby covenant and agree that at the delivery hereof to 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, and that he will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Two hundred DOLLARS,

according to the terms of one certain promissory note, this day executed by the said

to the said part 2 of the second part; said note being given for the sum of Two hundred DOLLARS,

dated August 15th 1912, due and payable in three year: from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and one coupons of seven dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said part 1 of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises

insured in favor of the said mortgagee, in the sum of one DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the part 1 of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall, from the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof or interest thereon or the taxes assessed on said premises or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part 2 of the second part, and all sums paid by the part 1 of the first part, shall be paid by the part 2 of the second part, and shall be lawful for the part 2 of the second part, its executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisal hereby waived or not at the option of the part 2 of the second part, he executors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part 2 of the second part, on demand to the said W. S. Uttinger heirs and assigns.

IN TESTIMONY WHEREOF, The said part 1 of the first part has hereunto set his hand and seal the day and year last above written.

Signed, sealed and delivered in presence of

W. S. Uttinger

(SEAL)

(SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 15th day of August A. D. 1912, before me,

A. F. Glenn

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

W. S. Uttinger, a single man to me personally known to be the same person, 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 April 10th 1915 A. F. Glenn Notary Public.

Filed for Record on the 15 day of Aug A. D. 1912 at 2⁴⁰ o'clock P. M.

Floyd L. Lawrence Register of Deeds.
Deputy.

The note herein described having been paid in full, this mortgage is hereby released and the same is hereby cancelled and discharged. As witness my hand this 15th day of August A. D. 1912.
G. P. Uttinger
C. H. Haddock

Recorded Aug 8 1912
Estelle D. Partridge
Register of Deeds

In consideration of full payment of the within mortgage I hereby release the same this 15th day of August 1912
Floyd L. Lawrence
Register of Deeds

ATTEST:
Estelle D. Partridge
Register of Deeds