

## MORTGAGE RECORD.

The Gambia, Lawrence, Kansas.

This Indenture, Made this Sixth day of January in the year of our Lord one thousand nine hundred Thirteen between George Ott and Mary Ott husband and wife of Eudora in the County of Douglas and State of Kansas, of the first part, and The State Bank of Eudora, of Eudora Kansas of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Fifteen 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, its 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: Q. 1. Northeast Quarter of the Northwest Quarter of Section Twelve (12) Township Thirteen (13) Range Twenty (20)

with the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said George Ott and Mary Ott, his wife 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, and that they 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 Fifteen Hundred DOLLARS,

according to the terms of One certain promissory note, this day executed by the said George Ott and Mary Ott, his wife to the said party of the second part; said note being given for the sum of Fifteen Hundred DOLLARS, dated January 6 1913, due and payable in Two year from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and if coupons of Two 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 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 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 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 all interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part of the second part, and all sums paid by the part of the second part for insurance, shall be due and payable or not, at the option of the part of the second part; and it shall be lawful for the part 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 of the second part, its 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 of the second part, its executors, administrators or assigns, on demand to the said parties of first part heirs and assigns.

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

Signed, sealed and delivered in presence of

George Ott [SEAL]  
Mary Ott [SEAL]

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 8<sup>th</sup> day of January A. D. 1913, before me, Lillian Y. Smith a Notary Public in and for said County and State, came

George Ott and Mary Ott, husband and wife 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 Oct 20th 1915 Lillian Y. Smith Notary Public.

Filed for Record on the 10 day of Jan A. D. 1913 at 9<sup>00</sup> o'clock A. M. Floyd L. Lawrence, Register of Deeds.  
Deputy.

The note herein is secured on the original mortgage and the lien hereby created discharged. Witness my hand this 29 day of Jan. A. D. 1913.

Recorded Jan. 30 1913

Floyd L. Lawrence  
Reg. of Deeds

Peoples State Bank Form