

Mortgage Record No. 52.

This Indenture, Made this 28<sup>th</sup> day of February in the year of our Lord Nineteen hundred & fourteen, between William M. Mertz & Mary Mertz, his wife of Kansas City in the County of Jackson and State of Missouri, of the first part, and M. Mcbrady of the second part:

One hundred (\$100.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have we sold, and by these presents do — grant, bargain, sell and mortgage to the said part y of the second part her 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 One (1), Two (2), Three (3), Four (4), Seventeen (17), Eighteen (18), Nineteen (19) and Twenty (20) in Block number one hundred and Twelve (112) in the City of Eudora, County, Mo State of Missouri.

with all the appurtenances, and all the estate, title and interest of the said part ie of the first part therein. And the said William M. Mertz & Mary Mertz 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 indefensible estate of inheritance therein, free and clear of all incumbrances.

One hundred Dollars. This Grant is intended as a Mortgage to secure the payment of the sum of according to the terms of one certain note this day executed and delivered by the said William M. Mertz & Mary Mertz to the said part y of the second part y payable one year after date, with interest at the rate of 8% per annum from date until paid.

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 y of the second part her 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 y making such sale, on demand, to said William M. Mertz & Mary Mertz, their heirs and assigns.

IN WITNESS WHEREOF, The said part of the first part have hereunto set their hands and seal s the day and year first above written.

Signed, Sealed and Delivered in presence of

Wm M. Mertz (SEAL)  
William M. Mertz (SEAL)  
Mary Mertz (SEAL)

STATE OF KANSAS, Missouri }  
Jackson, County, } ss.

BE IT REMEMBERED, That on this 2 day of March A. D. 1914, before me, J. M. Estill, a Notary Public in and for said County and State, came William M. Mertz & Mary Mertz to me personally known to be the same person — who executed the foregoing instrument and duly acknowledged the execution of the same.

LD

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 March 1<sup>st</sup> 1916 J. M. Estill Notary Public.

Filed for Record the 25<sup>th</sup> day of June A. D. 1914, at 2:25 o'clock P. M.  
Floyd L. Lawrence Register of Deeds.  
Geo. B. Wafel Deputy.

Recorded Sept. 28<sup>th</sup> 1916  
Floyd L. Lawrence  
Register of Deeds  
Geo. B. Wafel  
Deputy

NOTE: This mortgage is subject to the original instrument (18) which is hereby created and discharged. As witness my hand this 28<sup>th</sup> day of Sept. 1916.