

Mortgage Record.

This following is endorsed on the original instrument.
The note herein described having been paid in full, this mortgage is hereby
released and the lien thereby created discharged.

4th day of November A. D. 1925
At witness my hand this
Charles A. Hill

Attest:

Recorded May 4 - 1925
Geo. H. Lothholz
Register of Deeds

This Indenture, Made this eighth day of May in the
year of our Lord one thousand nine hundred and twentieth (1920), between
Oscar E. Votaw and Elizabeth C. Votaw, his wife
of Eudora, in the County of Douglas and State of Kansas, of the first part, and

Charles A. Hill

of the second part:

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

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

The North West Quarter of Section Twenty-seven (27), Township Thirteen (13), Range
Twenty-one (21), Excepting the following described tract, viz: commencing at the North
West Corner of said Section Twenty-seven (27), Thence East on Section line Three hun-
dred and forty feet (340) thence South Five hundred and ten (510) feet, Thence West
Three hundred and forty (340) feet, Thence North Five hundred and ten (510) feet to the
starting point.

with the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said
Oscar E. Votaw and Elizabeth C. Votaw do hereby covenant and

agree that at the delivery hereof they are the lawful owner s 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

Four thousand DOLLARS,

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

Oscar E. Votaw and Elizabeth C. Votaw

to the said part y of the second part; said note being given for the sum of

Four thousand DOLLARS,
dated Eudora, Kas., May 8th 1914, due and payable in five year s from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and ten coupons of \$120.00
dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached,
as hereinafter specified. And the said part ies 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 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 and in the event of the payment of the said note and coupons, and the expense of such taxes and accruing pen-
alties, interest and costs, and in the event of the payment of the said note and coupons, and the expense of such taxes and accruing pen-
alties, interest and costs, 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 y of the second part, and all sums paid by the part of the
second part y of the second part, shall be due and payable or not, at the option of the part y of the second part; and it shall be lawful for
the part y of the second part, his executors, administrators or assigns, at any time thereafter, to sell the premises hereby
granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the part y of the
second part, his 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 over-
plus, if any there be, shall be paid by the part y making such sale, on demand, to the said parties of the first part
heirs and assigns.

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

Signed, sealed and delivered in presence of

Oscar E. Votaw (SEAL)

Elizabeth C. Votaw (SEAL)

STATE OF KANSAS,

Douglas County, } ss.
County

BE IT REMEMBERED, That on this 16th day of May A. D. 1914,

before me, Geo. H. Lothholz, a Notary Public

in and for said County and State, came Oscar E. Votaw and Elizabeth C. Votaw

(LS)

his wife
to me personally known to be the same person s 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.

Geo. H. Lothholz

Notary Public.

My commission expires Sept 25th 1915 X

This instrument was filed for record on the 25th day of May

A. D. 1914, at 9:46 o'clock A.M.

Ray L. Lawrence
Register of Deeds.
By Geo. H. Lothholz Deputy.