

MORTGAGE RECORD NO. 55.

This Indenture, Made this 25th day of February in the year of our Lord nineteen hundred Eighteen, between

Geo. E. Mertz and Louise Mertz, his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and

The State Bank of Eudora, Eudora, Kans. (A corporation) of the second part:

WITNESSETH, That the said part us of the first part, in consideration of the sum of Two Hundred seventy five 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 of of the second part its successors 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:

Lot 8, 7, 6 and North 1/2 of 9, also Lots 13-14-15-16 and North 1/2 of Lot 18, Containing (Nine) Lots in all Block 12, situated in the City of Eudora, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part us of the first part therein. And the said Geo. E. Mertz and Louise Mertz, his wife do now 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.

This Grant is intended as a Mortgage to secure the payment of the sum of Two hundred seventy five Dollars according to the terms of one certain note this day executed.

and delivered by the said Geo. E. Mertz and Louise Mertz, his wife to the said part of of the second part due and payable one year after date with interest at the rate of 7% per annum, payable semi-annually, at the State Bank of Eudora, Eudora, Kan. and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments 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 of of the second part its 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 sale, and the overplus, if any there be, shall be paid by the part of making such sale, on demand, to said Geo. E. Mertz and Louise Mertz, his wife, their heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Geo. E. Mertz (SEAL)

Louise Mertz (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 25th day of February A. D. 1918, before me, August H. Fiehler a Notary Public in and for said County and State, came Geo. E. Mertz and Louise Mertz, his wife to me personally known to be the same person s 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 February 18 1923 August H. Fiehler Notary Public.

Filed for Record the 6th day of March A. D. 1918, at 9:25 o'clock A. M. Estelle Northrup Register of Deeds. Furne Flood Deputy.

CPL following it endorsed we are entitled to receive the same as herein released and the same herein described having been paid in full, this mortgage is hereby released and the same hereby certified as such. As witness my hand this 17th day of February A. D. 1918

RECORDED Jan 18th 1921

Eptell Northrup

Notary Public

State Bank of Eudora
(Corp Seal)
A. C. Smith - Cashier

RECORDED Dec 16th 1918