

MORTGAGE RECORD

This Indenture Made this Sixth day of January in the year of our Lord one thousand nine hundred and Seventeen, between George Ott and Mary Ott, husband and wife of Cudora, in the County of Douglas and State of Kansas, of the first part, and

State Bank of Cudora, Cudora, Kas. of the second part:

WITNESSETH, That the said part ies of the first part, in consideration of the sum of One Thousand Five Hundred and no/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have seen sold, and by these presents do grant, bargain, sell and mortgage to the said part y 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:

The Northeast Quarter of the Northwest Quarter of Section Twelve (12), Township Thirteen (13), Range Twenty (20)

Privilege is granted to pay \$100.00 or any multiple at any interest paying date.

with the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 One Thousand Five Hundred and no/100 DOLLARS,

according to the terms of one certain promissory note this day executed by said George Ott and Mary Ott

to the said part y of the second part; said note being given for the sum of One Thousand Five Hundred and no/100 DOLLARS, dated Jan. 6th, 1917, 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 six coupons of Forty-five 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 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 nil 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 ies 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 y of the second part, and all sums paid by the part y of the second part for insurance, 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 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, appraisement hereby waived or not, at the option of the part y of the second part; 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 hands 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 9 day of April A. D. 1917, before me, August H. Fickler, a Notary Public in and for said County and State, came George Ott Mary Ott

L.S.

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.

August H. Fickler

Notary Public.

My commission expires Feb. 2, 1918. This instrument was filed for record on the 6th day of July A. D. 1917, at 9:25 o'clock A.M.

Little Northrup

Register of Deeds.

By L. P. Walton, Deputy.

This Indenture is subject to the official instrument recorded herein described having been paid in full by the mortgagee on the 14th day of July, 1917, and the same is hereby released and the same is hereby acknowledged and discharged. As witness my hand this 14th day of July, 1917.

Recorded Nov. 14 1921
Epithel Northrup
Register of Deeds

This instrument is subject to the official instrument recorded herein

Recorded Dec 27 1920