

The following is endorsed on the original instrument:

The note herein described having been paid in full, this mortgage is hereby
rescinded and the lien thereby created discharged.

I witness my hand this 14th day

578338

day of December A. D. 1925

*Wm Attended by
Adm. of the Estate of Virginia Attendant*

well

And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon as Provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable at the option of the holder thereof; and it shall be lawful for the said party of the second part his executors, administrators and assigns, at any time thereafter, to take possession of the said premises and all the improvements thereon and receive the rents, issues, and profits thereof, and sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand to the said first parties or to their heirs and assigns.

IN WITNESS WHEREOF, The Said parties of the first part have hereunto set their hands and seals the day and year first above written.

Charles W. Wineinger,
Laura Wineinger,

State of Kansas)
Douglas County) ss.

Be it remembered, That on this -----day of November A.D. 1917, before me a Notary Public in and for said County and State, came Charles W. Wineinger and Laura Wineinger, his wife, to me personally known to be the same persons 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.

(L.S.)

W. M. Clark, Notary Public.

My Commission expires on the 15 day of May 1919.

Recorded December 10, A.D. 1917.

At 10:40 o'clock A.M.

Estelle Northrup
Register of Deeds,
Torne Florida
Deputy.

MORTGAGE.

This indenture, Made this 11th day of December A.D. 1917, between William Trefz Sen. of Douglas County, in the state of Kansas of the first part, and Miss Lucia Altenberger of Douglas County, in the State of Kansas of the second part:

Louisa Altenbernd of Douglas County, in the State of Kansas, the second part.
WITNESSETH, That said party of the first part, in consideration of the sum
of Six hundred 00/100 and no Dollars, the receipt of which is hereby acknowledged,
do by these presents; grant, bargain, and sell and convey unto said party of the
second part, her heirs and assigns, all the following described REAL ESTATE,
situated in the County of Douglas and State of Kansas, to-wit:

Lot Number Six (6) less the South 30 feet of said Lot in Block Number One hundred and forty five (145) City of Eudora, County and State aforesaid.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever:

forever:
 Provided always, And these presents are upon this express condition, that
 whereas said William Trefz Sen. has this day executed and delivered a certain
 promissory note in writing to said party of the second part, of which the follow-
 ing is a copy.

COPY.

\$600.00 Eudora, Kans., December 11. 1917.
to pay Three years after date, for value received, we or either of us promise
to pay to the order of Miss Louisa Altenbernd Six hundred 00/100 Dollars,
at the State Bank of Eudora, Eudora, Kansas, with interest at the rate of six
per cent. per annum, payable ^{semi-}annually, from date, Ten per cent. from date if not
paid when due.

Signed William Trefz Sen.

No.-----Due Dec. 11, 1920
P.O. Eudora, Kansas.

P.O. Eudora, Kansas.

Now if said part of the first part shall pay or cause to be paid to said party of the second part her heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum and sums and interest thereon, shall, and by these presents, become due and payable and said party of the second part shall be entitled to the possession of said premises.