

MORTGAGE RECORD NO. 58

This Indenture, made this twenty-fifth day of January in the year of our Lord one thousand nine hundred and nineteen between George H. Vitt and Myrtle Vitt, his wife of Edgemoor in the County of Douglas and State of Kansas, of the first part, and Adolph Letz Jr. of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of One thousand eight hundred and no DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have received sold, and by these presents do grant, bargain, sell and mortgage to the said party 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:

North-east quarter (1/4) of the North-west quarter (1/4) of Section Twelve (12) Township Twenty (20) Range Twenty (20) County and State aforesaid containing Forty (40) acres more or less.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said George H. Vitt and Myrtle Vitt, his wife 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.

This Grant is intended as a Mortgage to secure the payment of the sum of One thousand eight hundred and no Dollars according to the terms of one certain note this day executed and delivered by the said George H. Vitt and Myrtle Vitt, his wife to the said party of the second part due on or before five years from date bearing 7% interest from date. Interest payable semi-annually. 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 party of the second part, his 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 sale 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 party of the first part making such sale, on demand, to said George H. Vitt and Myrtle Vitt, his wife 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.

Signed, Sealed and Delivered in the presence of

George H. Vitt (SEAL)
Myrtle Vitt (SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 25th day of January A. D. 1919, before me, August H. Fickler a Notary Public in and for said County and State, came George H. Vitt and Myrtle Vitt, his wife

to me personally known to be the same person 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 Feb 15 1922

August H. Fickler Notary Public.

Filed for Record the 27 day of January A. D. 1919, at 10³⁰ o'clock AM.

Estelle Roush Register of Deeds
Ernest Roush Deputy.

This instrument is subject to the original instrument. The amount herein described has been paid in full, this mortgage is hereby released and the lien thereon is hereby extinguished. As witness my hand this 27th day of January, A. D. 1919.

Recorded May 31 1933.

Ernest Roush, Register of Deeds.

Ernest Roush, Deputy.

For Release in Book 57 Page 537