

MORTGAGE RECORD NO. 58

This Indenture, Made this 17th day of July in the year of our Lord one thousand nine hundred and nineteen between Mrs. Tillie Hernal, single of Eudora in the County of Douglas and State of Kansas, of the first part, and Mrs. Clara Lotz of the second part:

WITNESSETH That the said party of the first part, in consideration of the sum of Three hundred and thirty 00/100 DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage to the said party of the second part her 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 Number Six Block Number One hundred and fourteen City of Eudora County and State aforesaid

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Mrs. Tillie Hernal do hereby covenant and agree that at the delivery hereof she is the lawful owner 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 Three hundred & thirty 12/100 according to the terms of one certain note this day executed, and delivered by the said Tillie Hernal to the said party of the second part payable as follows: \$2.75 on the 17th of each month until paid in full

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, 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, her 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 making such sale, on demand, to said Tillie Hernal heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of Tillie Hernal (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County } ss.
BE IT REMEMBERED, That on this 17th day of July A. D. 1919, before me, Adolph Lotz Jr. a Notary Public in and for said County and State, came Mrs. Tillie Hernal a widow

to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

(L.S.)

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 Jan 29th 1923 Adolph Lotz Jr. Notary Public.

Filed for Record the 18 day of July A. D. 1919, at 2:30 o'clock P.M.
Estelle Northrup Register of Deeds
Ernest Glaser Deputy.

This mortgage is subject to the original instrument. The mortgage herein described has been paid in full. This mortgage is hereby released and the same is hereby discharged. A. D. 1922.

Mrs. Clara Lotz

Recorded April 13th 1922

Estelle Northrup
Register of Deeds