

MORTGAGE RECORD NO. 58

This Indenture, Made this 23rd day of July in the year of our Lord nineteen hundred nineteen between Fred H. Ott, a widower, of Edgemoor in the County of Douglas and State of Kansas, of the first part, and Merchants Loan and Savings Bank, Lawrence, Kansas of the second part:

WITNESSETH That the said part of the first part, in consideration of the sum of Three Thousand no/100 DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has he sold, and by these presents do he grant, bargain, sell and mortgage to the said part of the second part he 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 south half of the south east quarter (14) and the north east quarter (15) of the south east quarter (4) of Section Twenty Five (25) Twp Thirteen (13) Range Twenty (20).

Revenue Stamp attached to note

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Fred H. Ott, a widower do hereby covenant and agree that at the delivery hereof he 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 Thousand according to the terms of his certain note this day executed and delivered by the said Fred H. Ott, a widower to the said part of the second part.

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 part of the second part, their 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 part of making such sale, on demand, to said Fred H. Ott, a widower heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Fred H. Ott (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 23rd day of July A. D. 1919, before me, C. E. Gory a Notary Public in and for said County and State, came Fred H. Ott, a widower

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 Dec 16, 1922 1919

C. E. Gory Notary Public.

Filed for Record the 4 day of August A. D. 1919, at 3:30 o'clock P.M.
Estelle Marchant Register of Deeds
Fern Flora Deputy.

This mortgage is acknowledged on the original instrument. The note herein described being then paid in full, this mortgage is hereby released and the same is thereby created discharged.

Attest Copied Merchants Loan & Savings Bank of Edgemoor, Kansas August 10, 1919

Recorded Aug 21 1919
C. E. Gory Register of Deeds