

# MORTGAGE RECORD NO. 58

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This Indenture, Made this twenty-seventh day of September in the year of our Lord nineteen hundred nineteen between Hubert S. Woodard and Edileen Woodard, his wife, of Douglas in the County of Douglas and State of Kansas, of the first part, and Adolph Lotz Jr. of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Fourteen hundred 09/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have 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:

All of Lot & eleven (11) and such ten (10) feet of Lot & Twelve (12) Block one hundred eighty-one, City and State aforesaid,

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Hubert S. Woodard and 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 except a mortgage of \$1200. given to Adolph Lotz Jr. due on or before five years from date.

This Grant is intended as a Mortgage to secure the payment of the sum of Fourteen hundred 09/100 Dollars according to the terms of one certain note this day executed and delivered by the said Hubert S. Woodard and Edileen, his wife to the said party of the second part said note bearing 7% interest per annum payable monthly and the principal payable at the rate of \$15. per 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 payments for 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 sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said Hubert S. Woodard 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

Hubert S. Woodard (SEAL)  
Edileen Woodard (SEAL)  
(SEAL)

STATE OF KANSAS,

Douglas County } ss.  
BE IT REMEMBERED, That on this 29th day of September A. D. 1919, before me, August W. Fiehler a Notary Public in and for said County and State, came Hubert S. Woodard and Edileen, his wife, to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

(S.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 Feb 18 1922 August W. Fiehler Notary Public.

Filed for Record the 30 day of Sept A. D. 1919, at 2<sup>40</sup> o'clock P.M.  
Edith Rosschnepp Register of Deeds  
Ferne Florin Deputy.

The following is endorsed on the original in Exhibit:  
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created is discharged.  
As witness my hand this 16th day of February A. D. 1920  
Adolph Lotz Jr.

Recorded: Mich 23 1920  
La. Sullivan  
Journal