

# MORTGAGE RECORD NO. 58

This Indenture, Made this second day of October in the year of our Lord nineteen hundred nineteen between Frank Blechl and Anna Blechl, 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 part is of the first part, in consideration of the sum of Twenty-five hundred 00/100 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 part of 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: Beginning 2128 1/2 feet East and 2585 feet South of the Northwest corner of Section 5, Township 13, Range 21; thence North 759 feet; thence East 518 feet; thence South 1210 feet to the center of Wakarusa Creek; thence up center of said creek to a point 2585 feet South of the North line of section; thence East 810 feet to place of beginning, containing 20 acres.

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said Frank Blechl and Anna Blechl, his wife do hereby covenant and agree that at the delivery hereof they are the lawful owner s 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 Twenty-five hundred dollars according to the terms of two certain notes this day executed.

and delivered by the said Frank Blechl and Anna his wife to the said part of of the second part one Note of \$2000. and one for \$500. both dated October 1st 1919 and due on or before three years from date at 6% int. payable semiannually 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 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 part of making such sale, on demand, to said Frank Blechl and wife heirs and assigns.

IN WITNESS WHEREOF, The said part is of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of Frank Blechl (SEAL) Anna Blechl (SEAL)

STATE OF KANSAS, Douglas County } ss.

BE IT REMEMBERED, That on this 2nd day of October A. D. 19 19, before me, August H. Fiehler a Notary Public in and for said County and State, came Frank Blechl and Anna his wife (L.S.) 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. 18 19 22 August H. Fiehler Notary Public.

Filed for Record the 4th day of Oct. A. D. 19 19, at 8:35 o'clock A.M. Opelle Vothrup Register of Deeds Deputy.

For Assignment See Book 65 Page 264 Recorded 11/27/19 1925  
 For Assignment See Book 67 Page 164  
 The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.  
 At witness my hand this 2nd day of October A. D. 19 25  
Miss Martha May Bryer  
Shirley E. Blechl  
Alfred E. Blechl  
Register of Deeds