

MORTGAGE RECORD NO. 58

Recorded July 25 - 1923
G. E. Wellman
Guthrie
The following is a true and correct copy of the instrument, as the same has been paid in full, and the mortgage is hereby released and the land is free of all incumbrances.
As witness my hand this 31st day of May, A. D. 1922
Notary Public for Kansas
Guthrie

This Indenture, Made this 26th day of January in the year of our Lord nineteen hundred twenty

Fred. H. Ott a single man, of Douglas and State of Kansas, of the first part, and

Merchant's Loan and Savings Bank, Lawrence, Kansas of the second part:

WITNESSETH That the said party of the first part, in consideration of the sum of

Three Thousand DOLLARS,

to him duly paid, the receipt of which is hereby acknowledged, he sold, and by these presents do grant, bargain,

sell and mortgage to the said party of the second part, its 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 North East Quarter (1/4) of the North West Quarter (1/4) of Section Six (6), Twp. Thirteen (13) Rg. Twenty One (21) containing Forty (40) acres more or less according to the Government Survey of the United States. Also that part of the North West Quarter (1/4) of the North East Quarter (1/4) of Sec. Six (6), Twp. Thirteen (13) Rg. Twenty One (21) on the South side thereof lines running as follows to wit: commencing on the North West corner of said N.E. Quarter (1/4) of said Sec. Six Twp. 13 Rg. 21 and running South along the line of said Quarter 80 rods, thence East 40 rods, thence North 80 rods, thence West to place of beginning.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said

Fred. H. Ott, a single man does 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 inalienable 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

according to the terms of one certain note this day executed

and delivered by the said party of the first part to the said party of the second part

Merchant's Loan and Savings Bank, Lawrence, Kansas

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 sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the surplus, if any there be, shall be paid by the party making such sale, on demand, to said party of the first part his heirs and assigns.

IN WITNESS WHEREOF, The said party 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 29th day of January A. D. 1922, before me,

G. E. Cory, a Notary Public in and for said County and State, came

Fred. H. Ott, a single man,

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, 1923, 19

G. E. Cory Notary Public.

Filed for Record the 3 day of Feb. A. D. 1922, at 11:10 o'clock A. M.

Estelle Morsrup Register of Deeds

Ferns Floras Deputy.