

MORTGAGE RECORD—59.

For Assignment See Book 65 Page 134.  
 Recorded March 22 1924  
 Seal E. Willman  
 Register of Deeds  
 The following is endorsed on the original instrument.  
 The note herein described is being paid in full, this mortgage is hereby  
 released and the lien thereby created discharged.  
 A witness my hand this 29th day of May, A.D. 1923  
 By: [Signature] Clerk  
 Attest: [Signature]

This Indenture, Made this 29th day of May in the year of our Lord one thousand nine hundred and seventy-three between William F. Ott, unmarried of Endora in the County of Douglas and State of Kansas, of the first part, and Conrad Altenbernd of the second part:

Witnesseth, That the said part of of the first part, in consideration of the sum of Six Thousand DOLLARS, to me 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: The North East Quarter (1/4) of the North West Quarter (1/4) and the West One-half (1/2) of the North West Quarter (1/4) of the North East Quarter (1/4) of Section Six (6), Township Thirteen (13), Range Seventy-One (21) County and State aforesaid.

with the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said William F. Ott 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, and that he will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Six Thousand DOLLARS, according to the terms of one certain promissory note... this day executed by said William F. Ott

to the said part of of the second part; said note being given for the sum of Six Thousand DOLLARS, dated May 29th, 1923, due and payable in Five year from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and Five coupons of \$360.00 Dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said part of of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee, in the sum of Five Thousand DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the part of of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall, from the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof or interest thereon or the taxes assessed on said premises or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note... and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part of of the second part, and all sums paid by the part of of the second part for insurance, shall be due and payable or not, at the option of the part of of the second part; and it shall be lawful for the part of of the second part, his executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the part of of the second part, his executors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the over-plus, if any there be, shall be paid by the part of making such sale, on demand, to the said William F. Ott, his heirs and assigns.

In Testimony Whereof, The said part of of the first part has set hereunto set his hand... and seal... the day and year last above written.  
 Signed, sealed and delivered in presence of William F. Ott (SEAL)

C. F. Richards (SEAL)  
 STATE OF KANSAS,  
Douglas County, ) ss.  
L. S.  
 Be it Remembered, That on this 29th day of May A. D. 1923, before me, C. F. Richards, a Notary Public in and for said County and State, came William W. Ott, unmarried to me personally known to be the same person... who executed the foregoing instrument of writing, 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 April 4 1926 C. F. Richards Notary Public.  
 This instrument was filed for record on the 31st day of May A. D. 1923 at 4 13 o'clock P. M.  
Joe E. Willman Register of Deeds.  
Joe Willman Deputy.

Recorded June 5 1924  
 Seal E. Willman  
 The following is endorsed on the original instrument.  
 The note herein described having been paid in full, this mortgage is hereby  
 released and the lien thereby created discharged.