

MORTGAGE RECORD—59.

The following is endorsed on the original instrument.
The note herein described and L. S. Richards paid in full, this mortgage is hereby
released and the lien thereby created discharged.

As witness my hand this 29th day of May, 1923, at Lawrence, Kas.
By C. F. Richards, Notary Public

Recorded March 22, 1924
Deed E. Wellman
Register of Deeds

For Assignment See Book 65 Page 134

This Indenture, Made this 29th day of May, 1923, in the
year of our Lord one thousand nine hundred and twenty-three, between
William F. Ott, unmarried
of Eudora, 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 the first part, in consideration of the sum of

of the second part, \$10,000.00 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 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 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 \$10,000.00 DOLLARS,
according to the terms of one certain promissory note, this day executed by said

William F. Ott

to the said part of the second part; said note being given for the sum of

\$10,000.00 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 coupons thereto attached, and as hereinafter specified. And the

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 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 \$360.00 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 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 the second part, and all sums paid by the part 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 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 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 instru-

ment, 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 the second part, making such sale, on demand, to the said

William F. Ott, his heirs and assigns.

In Testimony Whereof, The said part of the first part has hereunto set his hand and seal, the day and year

last above written.

Signed, sealed and delivered in presence of

C. F. Richards

William F. Ott

(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 F. 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. Wellman

Register of Deeds.

By Joe E. Wellman Deputy.

This 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.

Recorded June 5, 1924
Deed E. Wellman
Register of Deeds