

MORTGAGE RECORD NO. 60

Reg 34 #351
125 ✓
The following is endorsed on the original instrument:
The mortgage herein described having been paid in full, this mortgage is hereby
released and the lien thereby created is hereby
A witness my hand this 27 day of October A.D. 1926
Mrs Bertha May Boyer
J.D. Lintner
Dec 1 - 1926
Dec 6 1926
For Assignment see Book 64 Page 174

This Indenture, Made this 25th day of April 1923 in the year of our Lord
mundred hundred twenty three between Fred Papenhansen and Nellie
Papenhansen his wife of Douglas in the County of
Douglas and State of Kansas, of the first part, and
Adolph Latz Jr of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of
Three hundred Dollars \$300.00 DOLLARS,
to him duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do
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:
Lots Number Six, Seven, Eight Nine, and Ten in
Block One Hundred eighty four (184) City of Eudora
County 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
Fred Papenhansen and Nellie his wife
do hereby covenant and agree that at the delivery hereof they are 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.

This Grant is intended as a Mortgage to secure the payment of the sum of
Five hundred \$500.00 Dollars
according to the terms of one certain Note this day executed
and delivered by the said parties of the first part to the said part of the second part
due 3 years from date at 7% interest per annum
from date payable semi annually
and this conveyances 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 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 part making such sale, on demand, to said parties of the first part
heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part hereunto set their hand, seal and real
the day and year first above written.

Signed, Sealed and Delivered in the presence of
Fred Papenhansen (SEAL)
Nellie Papenhansen (SEAL)

STATE OF Kansas }
Douglas County } ss.
BE IT REMEMBERED, That on this 27 day of April 1923 A. D. 19 before me,
August H. Fickler a Notary Public in and for said County and State, came
Fred Papenhansen and Nellie Papenhansen
his wife
to me personally known to be
the same person who executed the foregoing instrument and duly acknowledged 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 1926 August H. Fickler Notary Public.
Filed for Record the 4th day of May A. D. 1923 at 10:50 o'clock A.M.
Jea E. Neelman Register of Deeds
Deputy.