

MORTGAGE RECORD NO. 60

The following is enforced on the original instrument.

The Release

of the original

instrument

is hereby

acknowledged

and the same

is returned

to the

98th day of May A.D. 1927

As witness my hand this

98th day of May

A.D. 1927

Attest

Notary Public

for the State of Kansas

Doyle W. Hallam

Notary Public

This Indenture, Made this 19th day of May in the year of our Lord
~~one thousand nine hundred and twenty three~~ between Arthur Ott and
Clara Ott his wife of Douglas in the County of
Douglas and State of Kansas, of the first part, and The Commercial
National Bank Kansas City, Kansas of the second part:

WITNESSETH That the said part. 1st of the first part, in consideration of the sum of
Ten Hundred and 00/100 DOLLARS,
to them duly paid, the receipt of which is hereby acknowledged, have well sold, and by these presents do

sell and mortgage to the said part. 2d of the second part its successors 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 South west quarter of Section thirteen
(17) Township Thirteenth (13) Range Twenty-
one (21) County and State
of Kansas

with all the appurtenances, and all the estate, title and interest of the said part. 1st of the first part therein. And the said

do hereby covenant and agree that at the delivery hereof they are the lawful owner of of the premises, above granted,
and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except a first Mortgage
of \$7500. due 1928 and a second Mortgage of \$3000. due May 1926

This Grant is intended as a Mortgage to secure the payment of the sum of
Ten Hundred and 00/100 Dollars

according to the terms of one certain note this day executed
and delivered by the said Arthur Ott & Clara Ott, his wife to the said part. 2d of the second part

\$1000. dated May 19th 1923 due on or before one year from
date at 7% interest per annum, payable 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. 2d of the second part, its successors 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. 2d making such sale, on demand, to said parties of the first part
their heirs and assigns.

IN WITNESS WHEREOF, The said part. 1st of the first part have well hereunto set their hands and seal of
the day and year first above written.

Signed, Sealed and Delivered in the presence of

Arthur Ott (SEAL)

Clara Ott (SEAL)

(SEAL)

STATE OF Kansas
Douglas County } ss.

BE IT REMEMBERED, That on this 19th day of May A.D. 1927, before me,

L. S.

Adolph Lotz Jr. a Notary Public in and for said County and State, came

Arthur Ott and Clara Ott

his wife to me personally known to be

the same person as 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 January 29th 1927 Adolph Lotz Jr. Notary Public.

Filed for Record the 23rd day of May A.D. 1927, at 8:40 o'clock A.M.

W. E. Millman Register of Deeds

Deputy.