

This grant is intended as a Mortgage to secure the payment of the sum of Four Thousand & no/100 Dollars, according to the terms of a certain real estate bond, this day executed by the said Geo. E. Sammer and Maggie Sammer to the said party of the second part Bond due May 24, 1926 with interest according to the tenor of ten interest coupons thereto attached, Principal and interest payable at the Bankers Trust Company, New York, N.Y. and subject to 10% interest after maturity.

And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable at the option of the holder thereof; and it shall be lawful for the said party of the second part, his executors, administrators and assigns, at any time thereafter, to take possession of the said premises and all the improvements thereon, and receive the rents, issues and profits thereof, and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest, together with the costs and charges of making such sale, and the overplus, if any there by, shall be paid by the party making such sale, on demand, to the said first parties or to their heirs and assigns.

In witness whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed, and Delivered
in presence of

Geo. E. Sammer, (Seal)
Maggie Sammer, (Seal)

State of Kansas,)
Franklin County,)ss.

Be it remembered, that on this 14th day of May A.D. 1921, before me, a Notary Public in and for said County and State, came Geo. E. Sammer and Maggie Sammer, his wife to me personally known to be the same persons 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.

(L.S.)

W. Martin, Notary Public.

My commission expires on the 24th day of April 1923.

Recorded May 20, 1921,

At 9:55 o'clock

Esther Northrup
Register of Deeds,
Lura Clara
Deputy.

RELEASE.

Know all men by these presents, that the debt secured by Mortgage upon the following described real property, situated in Eudora in the County of Douglas in the State of Kansas to wit:

Lots Five, Six, Seven, Eight, Nine, Ten, Eleven, Twelve and Thirteen Fourteen, Fifteen, Sixteen (5-6-7-8-9-10-11-12-13-14-15-16) in block One hundred twelve (112).

Wherein Geo. W. Mertz and Louise Mertz his wife are grantors, and Charles Lothholz is grantee, and dated August 26th, 1904, a record of which is recorded in "book" 32, page 428, in the office of the Register of Deeds of Douglas County Kansas, has been fully satisfied, in consideration of which said mortgage is hereby released.

In witness whereof the undersigned, sole and only heirs at law of Charles Lothholz deceased, have hereunto set their hands and seals the 12th day of May A.D. 1921.

Geo. H. Lothholz,
Nellie E. Lothholz,
William Lothholz,
Rosa Lothholz,
Chas. J. Achning,
Minnie Achning,
Anna Lothholz,

State of Kansas,)
County of Douglas,)ss.

Be it remembered, that on this 12th day of May A.D. 1921, before me, the undersigned, a Notary Public in and for the County and state aforesaid, came George H. Lothholz and Nellie Lothholz his wife, William Lothholz and Rosa Lothholz his wife, Minnie Achning and Chas. J. Achning her husband, and Anna Lothholz a single woman, sole and only heirs at law of Charles Lothholz, deceased, who are personally known to me to be the same persons who executed the foregoing instrument in writing, and such persons duly acknowledged the execution of the same.

In testimony whereof, I have hereunto set my hand and affixed my Notarial seal the day and year last above written.

My commission expires Dec. 15, 1922.

(L.S.)

C. E. Cory,
Notary Public.

Recorded May 23, 1921,
At 9:05 o'clock A.M.

Esther Northrup
Register of Deeds,
Lura Clara
Deputy.