

MORTGAGE RECORD NO. 63

RAWL DODSWORTH STATIONERY CO KANSAS CITY MO 64108

in the year of our Lord
and
in the County of

of the second part:
tion of the sum of
DOLLARS,
do grant, bargain,
that tract or parcel of land

of New
Lawrence
now 14th
t One
(32) feet
place of be-
Ninety (90)
mch

And the said
premises, above granted,
to have

ent of the sum of
Dollars

of the second part
of 6% interest
the principal
such payments or any part
become absolute, and the
in succession
manner prescribed by law;
with the cost and charges
and, to said
heirs and assigns.
hand and seal

(SEAL)
(SEAL)
(SEAL)

A. D. 1923, before me,
id County and State, came
his wife
me personally known to be
of the same.
al seal on the day and year

Notary Public.
9 o'clock A. M.
Register of Deeds.
Deputy.

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.
As witness my hand this 12th day of May, A. D. 1924.
Myrle M. Connell
Register of Deeds

May 12 1924
J. E. Whelan
Register of Deeds

This Indenture, Made this 9th day of October in the year of our Lord
nineteen hundred twenty three, between George F. Mertz and
Louise Mertz, his wife of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
Adolph Lotz, Jr. of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of
Three hundred 00/100 DOLLARS,
to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain,
sell and mortgage to the said party 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:

Section, the N 1/2 of Lot Number Eight, the N 1/2 of Lot Number
Thirteen, Number Fourteen, Fifteen and Sixteen in Block
Number One hundred twelve (112) 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
Parties of the first part
do hereby covenant and agree that at the delivery hereof they are the lawful owners 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
Three hundred 00/100 Dollars
according to the terms of one certain note this day executed
and delivered by the said George F. Mertz & Louise Mertz, his wife to the said party of the second part
due one year from date, bearing interest at the rate of eight percent
per annum
and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments 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 party 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 party making such sale, on demand, to said
parties of the first part, their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

George F. Mertz (SEAL)
Louise Mertz (SEAL)
(SEAL)

STATE OF Kansas }
Douglas County } ss.

BE IT REMEMBERED, That on this 11 day of October A. D. 1923, before me,
L. S. Myrle M. Connell a Notary Public in and for said County and State, came
George F. Mertz and Louise Mertz, 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 Jan 23 1927 Myrle M. Connell Notary Public.
Filed for Record the 13 day of October A. D. 1923, at 9 o'clock A. M.
J. E. Whelan Register of Deeds.
Deputy.