

MORTGAGE RECORD NO. 63

SAUL DODSWORTH STATIONERY CO KANSAS CITY MO 64108

Reg. No. 1451
Fee Paid 8.75

This Indenture, Made this 30th day of January in the year of our Lord nineteen hundred twenty six, between William A. Kochler and Lena Kochler, his wife of Cedar, T.p. 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 Thirty five Hundred \$35.00 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 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 Northwest Quarter (1/4) of Section Thirty one (31) Township Thirteen (13) Range Twenty one (21) containing 157 7/8 acres more or less

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

William A. Kochler and 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 except a mortgage of \$8000. - given to Davis-Wellcome Mortgage Co.

This Grant is intended as a Mortgage to secure the payment of the sum of Thirty five hundred \$35.00 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 on or before 15 years from date at the rate of six per cent per annum payable semi-annually amount \$35.00

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 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 of the second part 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 hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of,

William A. Kochler (SEAL)

Lena Kochler (SEAL)

(SEAL)

STATE OF Kansas ss.

BE IT REMEMBERED, That on this 8th day of February A. D. 1926, before me,

H. A. Smith a Notary Public in and for said County and State, came

William A. Kochler and Lena Kochler - 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 June 1 - 1927 H. A. Smith

Filed for Record the 10th day of Feb. A. D. 1926, at 11 o'clock A. M.

Geo. E. Wellman Register of Deeds.

Deputy.

The following is enforced on the original instrument:

The note herein described having been paid in full, this mortgage is hereby released and the same thereby released, discharged.

Attest my hand this 3rd day of February A. D. 1930

Geo. E. Wellman

Register of Deeds

Recorded Feb. 7 - 1930

Geo. E. Wellman

Register of Deeds

For Assignment - See Book 77 Page 34