

STATE OF KANSAS)
ss.
DOUGLAS COUNTY)

Be It Remembered That on this 28 day of May A.D. 1923 before me the undersigned a Notary Public in and for said County and State, came Chas E Peeks V.P. and W.M. Clark Cashier of the Baldwin State Bank who are personally known to me to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

In Testimony Whereof I have hereunto set my hand and affixed my Notarial Seal on the day and year last abovescribed.

(L.S.)

Ethel Huff

Notary Public, Term expires Aug 1923.

Joe E. McManis
Register of Deeds

RECORDED MAY 29, 1923

AT 2:00 O'clock P.M.

Joe E. McManis
Deputy.

MORTGAGE

THIS INDENTURE, Made this 29th day of May, 1923 between William F. Ott, unmarried of Douglas County, in the State of Kansas of the first part, and L. M. Lindley of Douglas County, in the State of Kansas, of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of One Hundred and Fifty DOLLARS, the receipt of which is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, all the following described Real Estate, situated in the County of DOUGLAS and State of Kansas, to-wit:

The North East Quarter ($\frac{1}{4}$) of the North West Quarter ($\frac{1}{2}$) and the West half of the North West Quarter ($\frac{1}{2}$) of the North East Quarter ($\frac{1}{2}$) of Section Six (6), Township Thirteen (13), Range Twenty-One (21) county and state aforesaid.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining forever:

PROVIDED ALWAYS, And these presents are upon this express condition; that whereas said William F. Ott has this day executed and delivered one certain promissory note to said party of the second part, for the sum of One Hundred and fifty DOLLARS, bearing even date herewith, payable at the office of C. P. Richards in Eudora, Kansas,

Whereas, this mortgage is made subject to one first mortgage upon the above described real estate, for the sum of \$6000.00 with interest thereon at the rate of six per cent. payable annually, now if default shall be made in the payment of the amount secured by said first mortgage or any part thereof or of any interest thereon at the time it shall become due and payable according to the express terms of said mortgage, then the party of the second part or his assigns or the legal holder of this mortgage and the note secured hereby, may at his option, for the protection of this mortgage, make said payments of principal or interest, and the amount so paid shall be added to the amount secured by this mortgage and shall be secured hereby and shall draw interest at the rate of ten per cent. from the time of such payment, and he may declare this mortgage and note due and payable at any time there-

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released and this fact thereby created of which I, the undersigned, do hereby certify.
As witness my hand this 28th day of February A.D. 1924
Attest:
Conrad Altenberger

William F. Ott Book 79 Page 230
For Release of Mortgage See Book 65 Page 132
Recorded *February 29, 1924*
Joe E. McManis