

seal on the day and year last above written.

My commission Expires April 4<sup>th</sup> 1926

L. S. C. F. Richards.

Notary Public.

Recorded May 31st 1923

At 4:14 o'clock P. M.

*Geo E. Wellman*  
Register of Deeds.

*Geo Wellman*  
Deputy.

### M O R T G A G E.

THIS INDENTURE, Made this 29th day of May, 1923 between Edwin W. 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 Seventy-Five 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 South West Quarter ( $\frac{1}{4}$ ) of the South East Quarter ( $\frac{1}{4}$ ) of Section Thirty-One (31), Township Twelve (12), Range Twenty-One, 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 appurtenant forever:

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

Whereas, this mortgage is made subject to one first mortgage upon the above described real estate, for the sum of \$7000.00 with interest thereon at the rate of six per cent. payable annually, now in 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 thereafter and shall be entitled to immediate possession of said premises and foreclosure of this mortgage.

And if default be made in the payment of any one of the installments described in this mortgage and note when due, or any part thereof, then all unpaid installments shall become immediately due and payable, at the option of the part of the second part or the legal holder of said note and shall draw interest at the rate of ten per cent. per annum from

The following is recorded 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 19 day of April A. D. 1924

Attest:  
*C. F. Richards.*  
Notary Public.

*The Assign. See Book 65 Page 170.*  
*April 29th 1924*  
*Geo E. Wellman*  
Register of Deeds