

M O R T G A G E

THIS INDENTURE, Made this 29 day of May, 1923 between Edwin W. Ott unmarried of Douglas County, in the State of Kansas of the first part, and

Conrad Alterbernd

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 Two Hundred Two & 67/100 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 (21), 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 Edwin W. Ott has this day executed and delivered one certain promissory note to said party of the second part, for the sum of Two Hundred Two and 67/100 DOLLARS, bearing even date herewith, payable nine months after date.

Whereas, this mortgage is made subject to one first mortgage upon the above described real estate, for the sum of \$7175.00 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 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 party 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 date of said note until fully paid. Appraisement waived at option of mortgagee.

Now if said Edwin W. Ott shall pay or cause to be paid to said party of the second part, his heirs or assigns, said sum of money in the above described note mentioned together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due; and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, and said party of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.

The following is a copy of the original instrument.

Recorded Aug. 31 1923
 Filed in the office of the County Clerk
 of Douglas County, Kansas
 at the City of Lawrence, Kansas
 August 1923
 Conrad Alterbernd