

## MORTGAGE RECORD 66

363

FROM

Fred W. Ott

TO

Kaw Valley State Bank, Eudora, Kans.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 7th day of July A. D. 1924 At 10:15 A. M.

By

Isa E. Wellman

Register of Deeds.  
Deputy.

THIS INDENTURE, Made this 28th day of March, in the year of our Lord, one thousand nine hundred and twenty-four, between Fred W. Ott, a single man.

of the first part, and Douglas State of Kansas, and State of Kansas, Kaw Valley St. Bank, Eudora Kansas,

WITNESSETH, that the said part of the first part, in consideration of the sum of One Thousand Dollars, to which is hereby acknowledged, ha Grant, Bargain, Sell and Mortgage to the said part of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lots One and Two, (1&2) in the South west fractional Quarter of Section Thirty Two, (32) Twp. Twelve (12) Range Twenty one (21) containing 65 Acres more or less.

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

And the said part of the first part 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.

and that they will warrant and defend the same against all parties making lawful claim therein.

It is agreed between the parties hereto that the part of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or assessed against said real estate when the same become due and payable, and that the part of the second part, the loan, if any, made payable to the part of the second part to the extent of the interest. And in the event that said part of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as herein provided, then the part of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of One Thousand Dollars.

according to the terms of the certain written obligation for the payment of said sum of money, executed on the 28th day of March 1924.

and by the terms made payable to the part of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said part of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said part of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable, or if the insurance is not kept up, as provided herein, or if the building on said real estate is not kept in as good repair as they are now, or if a waste is committed on said premises, then the conveyance shall become absolute and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said part of the second part to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law and out of all moneys arising from such sale to retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid by the part of the second part to the first part.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, the part of the first part hereunto set his hand and seal the day and year last above written.

Fred W. Ott,

STATE OF Kansas

COUNTY OF Douglas

ss.

BE IT REMEMBERED, That on this 28th day of March A. D. 1924 before me, a Notary Public in the aforesaid County and State, came

L. S.

Fred W. Ott, a single man,

to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have herunto subscribed my name, and affixed my official seal on the day and year last above written.

My Commission Expires on the 16th day of Dec. 1926

C. E. Cory,

Notary Public.

## RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this day of 1924.

Mortgagee. Owner.

REGISTRATION FEE

No. 287

For Registration Fee \$100.00 Fee \$2.00

Paid this 19th day of November 1924

Notary Public

C. E. Cory, Notary Public, Douglas Co., Kans.