

MORTGAGE RECORD 67

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BANK DOWNSIDE STATIONERY CO KANSAS CITY MO 64116

From William M. Mertz et al.
To C.F. Richards.

MORTGAGE.

State of Kansas, Douglas Co., ss
This instrument was filed for record July 6, 1925, At 2:45 P.M.

Isa E. Wellman
Register of Deeds

This Indenture, Made this 30th day of June 1925 between William M. Mertz and Mary Mertz his wife of Douglas County in the state of Kansas of the first part, and C.F. Richards of Douglas County, in the state of Kansas, of the second part:

Witnesseth, that the said parties of the first part, in consideration of the sum of two hundred Dollars, the receipt of which is hereby acknowledged to by these presents grant, bargain sell and convey unto said party of the second part his heirs and assigns all of the following described real estate, situated in the county of Douglas and State of Kansas, to-wit:
Lots number one (1), two (2) Three (3) four (4) seventeen (17), eighteen (18) Nineteen (19) and twenty (20) in block one hundred and twelve (112) in the City of Budora, county and state aforesaid.

To Have and To Hold The Same, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appurtenant forever.

Provided Always, And these presents are upon this express condition, that whereas said William M. Mertz and Mary Mertz have this day executed and delivered one certain promissory note to said party of the second part for the sum of two hundred Dollars bearing even date herewith payable one year after date hereof.

Whereas, this mortgage is made subject to one first mortgage upon the above described real estate, for the sum of \$1000.00 with interest thereon at the rate of 7 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 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. Appraisal waived at option of mortgagee.

Now if said William M. Mertz and Mary Mertz 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 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, or if the insurance is not kept up, then the whole of said sum and sums and interest thereon, shall and by these presents become due and payable, and said party of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.

And the said parties of the first part for themselves and their heirs do hereby covenant to and with the said party of the second part executors administrators or assigns, that they are lawfully seized in fee of said premises and have good right to sell and convey the same, that said premises are free and clear of all incumbrances, and that they will and their heirs executors and administrators shall, forever warrant and defend the title of the said premises against the lawful claims and demands of all persons whomsoever.

In Witness Whereof, The said parties of the first part have hereunto set their hands the day and year first above written.

Wm M. Mertz.
Mary Mertz.

State of Kansas } ss
Douglas County, }

Be It Remembered, That on this 30th day of June A.D. 1925 before me Otto A. Durr a Notary Public in and for said county and State, came William M. Mertz and Mary Mertz his wife to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowledged the 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.

L.S,
My Commission expires February 21st 1926.

Otto A. Durr.
Notary Public.

From Mary P. Norton.
To William N. Sanford.

RELEASE.

State of Kansas, Douglas Co., A.D. 1925
This instrument was filed for record July 10 A.D. 1925, At 10:25 A.M.

Isa E. Wellman
Register of Deeds.

RELEASE OF REAL ESTATE MORTGAGE.

In Consideration of the payment of the debt named therein, a certain mortgage made by William N. Sanford and Ella W. Sanford his wife to Farm Mortgage Trust Company, dated the 25th day of June 1913 which is recorded in book 51 of Mortgages page 283 of the records of Douglas County, State of Kansas is hereby released in full.

Witness my hand this 17th day of June 1925.

Mary P. Norton.

State of Kansas } ss
County of Norfolk }

Before me, the undersigned a Notary Public within and for said county and state on this 20th day of June 1925 personally appeared Mary P. Norton to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free

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The following is endorsed on the original instrument:
This note herein described having been paid in full, this mortgage is hereby released and the lien thereby created is discharged.
As witness my hand this Dec 16 1925
C.F. Richards
A.D. 19 -
Recorded Dec 18 - 1927
Isa E. Wellman
Register of Deeds