

State of Kansas  
Shawnee County ss

Be it remembered, That on this 23rd day of April, 1926 before me the undersigned a Notary Public in and for the county and state aforesaid came Chester Woodward, vice president, of the Central Trust Co, a corporation to me personally known to be such officer and the same person who executed the foregoing assignment of mortgage on behalf of said corporation and he duly acknowledged the execution of the same as his free act and deed as such officer and the free act and deed of said corporation.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Sidney S. Smith  
Notary Public

IS  
Commission expires December 11, 1927.

## MORTGAGE.

State of Kansas, Douglas Co. ss  
This instrument was filed for record, Apr. 29, 1926, At 2:16 P.M.

*Isa B. Wellman*  
Register of Deeds.

Reg. No. 1694  
From Fred C. Bartz et al  
To Anna Lothholz.

This Indenture, Made this first day of February A.D. 1926 between Fred C. Bartz and Lydia Bartz his wife, of Eudora, Kansas, Edward A. Bartz and Elizabeth Bartz his wife, of Arlington, Colorado, William H. Bartz and Caroline M. Bartz, his wife of Lawrence, Kansas, Amelia Bartz Eck and Joe Eck her husband, of Lawrence, Kansas, Henry J. Bartz and Belle Bartz his wife of Arlington, Colorado, Mary Bartz Muzzy and Harry Muzzy her husband of Lawrence, Kansas, Herman G. Bartz and Marie Bartz his wife, of Merriam Kansas, Louis J. Bartz and Norma Bartz his wife, of Wichita, Kansas, Benjamin O. Bartz and Elizabeth E. Bartz his wife, of Eudora, Kansas and Elizabeth Bartz, a single woman, of Eudora Kansas, parties of the first part; and Anna Lothholz of Eudora, Kansas, party of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Thirty Two hundred (\$3,200.00) Dollars, to them duly paid the receipt of which is hereby acknowledged have sold and by this indenture do grant, bargain, sell and mortgage to the said party of the second part, the following described real estate to-wit:

The south one hundred acres (100 ac.) of the southeast quarter (S.E.  $\frac{1}{4}$ ) of section nine (9), township thirteen (13) Range twenty one (21) in Douglas County, Kansas.

With the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 lawfully claiming to claim the same.

It is agreed between the parties hereto that the parties 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 they will keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company or companies as shall be specified and directed by the party of the second part, the loss, if any, payable to the party of the second part to the extent of her interest. And in the event that said parties 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 party of the second part may pay said taxes and effect such 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 ten per cent per annum from the date of payment until fully repaid.

This grant is intended as a mortgage to secure the payment of the sum of thirty two Hundred (\$3,200.00) Dollars according to the terms of one certain promissory note this day executed and delivered by parties of the first part to party of the second part, due on or before five years from date hereof with the privilege on the part of the makers to pay \$100.00 or any multiple thereof on the principal sum due on any interest paying date, the said interest being payable semi-annually at the rate of six per cent per annum, and also to secure any sum or sums of money advanced by the said party of the second part to pay for any insurance or to discharge any taxes, with interest thereon as hereinbefore provided, in the event the parties of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payments be made as herein specified, and the obligation 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 be not kept up as provided herein, or if the buildings on said real estate are not kept in good repair as they now are, or if waste is committed on said premises then this 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 party of the second part to take possession of said premises and all the improvements thereof 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 to such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said parties of the first part. And all obligations of the parties hereto shall extend to and be binding upon their respective heirs, executors administrators and assigns.

In Witness Whereof, The said parties of the first part have hereto signed their names this day and year first above written.

Fred C. Bartz  
Lydia Bartz  
Edward A. Bartz  
Elizabeth Bartz  
William H. Bartz  
Caroline M. Bartz  
Amelia Bartz Eck  
Joe Eck  
Henry J. Bartz

Belle Bartz  
Mary Bartz Muzzy  
Harry T. Muzzy  
Herman G. Bartz  
Marie Bartz  
Louis J. Bartz  
Norma Bartz  
Benjamin O. Bartz  
Elizabeth E. Bartz  
Elizabeth Bartz.

State of Kansas  
Douglas County ss

Be It Remembered That on this 29 day of Jan. A.D. 1926, before me, the undersigned,

For release see Book 85 Page 119

FRONT