

MORTGAGE RECORD 72

KANSAS, DOUGLASS COUNTY, KANSAS, CITY, MO. 1930

Form No. 150
Page No. 150

FROM

STATE OF KANSAS, DOUGLASS COUNTY, KS.

This instrument was filed for record on the 2nd day of NOV. A.D. 1929, at 8:30 A.M.

Adolph Lotz Jr. & Clara Lotz, his wife.

TO

The Commercial National Bank, Kansas City, Kans.

By

Register of Deeds.
Deputy.

THIS INDENTURE, made this 20th day of June in the year of our Lord nineteen hundred twenty nine between Adolph Lotz Jr. and Clara Lotz, his wife

of Dadora in the County of Douglas and State of Kansas of the first part, and The Commercial National Bank, Kansas City, Kansas.

of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of

Three thousand. 00/100 DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and Mortgage to the said party of the second part its heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas, and State of Kansas, described as follows, to-wit:

South Sixty-six and two-thirds (66 2/3) acres of the North Half of the South East Quarter and the South Thirty-three and one-third (33 1/3) acres of the North East Quarter of the South West Quarter of Section Ten (10), Township Thirteen (13), Range Twenty-one (21) containing (100) One Hundred acres.

with all 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

This grant is intended as a mortgage to secure the payment of the sum of Three thousand. 00/100 DOLLARS, according to the terms of

one certain note this day executed and delivered by the said Adolph Lotz Jr. and Clara Lotz, his wife to the said party of the second part payable one (1) year after date at the office of the said party of the second part with interest at the rate of Six (6) Percent per annum from date, payable semi-annually

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part its executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said

Adolph Lotz Jr., and Clara Lotz, his wife heirs and assigns

IN WITNESS WHEREOF, The said party of the first part have hereunto set their hand and seal the day and year first above written.

Signed, sealed and delivered in presence of

Adolph Lotz Jr. (SEAL)

Clara Lotz (SEAL)

STATE OF KANSAS,

COUNTY OF Douglas

ss.

BE IT REMEMBERED, That on this 20th day of June

A.D. 1929 before me H. A. Schubert a Notary Public in and for said County and State,

came Adolph Lotz Jr. and Clara his wife

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

LEGAL SEAL IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written. My Commission expires 5 / 25 1931 H. A. Schubert Notary Public.

RELEASE.

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 1st day of November A.D. 1930.

ATTEST:

Luther Roberts

The Commercial National Bank.

Coy Dale

A. Frank Schubert - Vice Pr.

This Release was written on the original mortgage entered on the 20th day of June 1929.