

44-38861-9075

Frank E. Lutz a single man

Mary Sailer

This instrument was filed for record on the 3 day of Nov. A. D. 1930 at 3:50 o'clock A. M.

Nov. \_\_\_\_\_, A. D. 1920, at 2:50 o'clock A. M.  
*Eric E. Amstrong*  
 Register of Deeds.

By \_\_\_\_\_, Deputy.

THIS INDENTURE, Made this 1st day of November, in the year of our Lord one thousand nine hundred thirty, between Frank E. Lutz a single man

of Lone Star in the County of Douglas and state of Kansas, of the first part, and  
Mary Saille

\_\_\_\_\_ of the second part.  
 WITNESSETH, That the said party \_\_\_\_\_ of the first part, in consideration of the sum of  
One Thousand 00/100 \_\_\_\_\_ DOLLARS,  
 to him \_\_\_\_\_ duly paid, the receipt of which is hereby acknowledged, he s \_\_\_\_\_ sold, and by these presents does \_\_\_\_\_ grant, bargain, sell and mortgage  
 to the said party \_\_\_\_\_ of the second part, her \_\_\_\_\_ 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:

The North-West Quarter (N.W.  $\frac{1}{4}$ ) Section Twenty four (24) Township Fourteen (14) Range Eighteen (18), Less one acre (1, A) in South-east corner.

with the appurtenances, and all the estate, title and interest of the said part 7—of the first part therein, and the said

Frank E. Lutz

do es hereby covenant and agree that at the delivery hereof that he is 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 he will warrant and defend the same against all claims whatsoever. This grant is intended as a MORTGAGE to secure the payment of the sum of One Thousand 00/100 DOLLARS, according to the terms of one certain promissory note note this day executed by said

Frank E. Lutz

Said note being given for the sum of One Thousand 00/100 DOLLARS,  
dated November 1st 1930, due and payable in five years from date thereof, with interest thereon from the date  
thereof until paid, according to the terms of said note and 10 coupons of 30.00 Dollars each thereto attached. And this conveyance  
shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said part y of the first part hereby  
agrees to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of  
said mortgagee in the sum of No DOLLARS.

to any insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the party Y of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien upon this mortgage upon the above-described premises, and shall bear interest at the rate of 10 per cent per annum. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party Y of the second part, and all sums paid by the party Y of the second part for insurance, shall be due and payable or not, at the option of the party Y of the second part; and it shall be lawful for the party Y of the second part, her executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner provided by law, appraisement hereby waived or not, at the option of the party Y of the second part, Y her executors, administrators or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party Y making such sale, on demand, to the said Frank E. Dutz heirs and assigns.

Frank E. Lutz

IN TESTIMONY WHEREOF, The said part 7 of the first part has 6 hereunto set his hand and seal, the day and year last above written.

Signed, sealed and delivered in presence of

Frank E. Lutz (SEAL)

(SFAL)

... (SEAL)

State of Kansas, Osage County, ss.

BE IT REMEMBERED, That on this 1st day of November, A. D. 19 39 before me J. A. Cordts  
a Notary Public in and for said County and State, came Frank E. Lutz, a single man

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

(Seal)

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

J. A. Cordts

**Notary Public**

My commission expires Nov. 24th, 1933

The following is endorsed on the original instrument:

This note hasain described having been paid in full, the mortgage is hereby released

on thirty second street  
near

As witness my hand this 6 day of \_\_\_\_\_ A.D. 190

Attended: Mary Sauer, Nurse, District 9  
Rev. C. J. Conley - Presiding for District 9

Boase & Hancock

8