

Reg. No. 1230  
Fee Paid, \$2.50

# MORTGAGE RECORD-73

FROM  
Frank E. Lutz a single man  
TO  
Mary Seile

State of Kansas, Douglas County, ss.  
This instrument was filed for record on the 27 day of  
Feb. A. D. 1931, at 10 o'clock P. M.  
*Clara E. Connelley*  
Register of Deeds.  
By \_\_\_\_\_ Deputy.

THIS INDENTURE, Made this 26th day of February, in the year of our Lord one thousand nine hundred thirty one 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 Seile

of the second part.  
WITNESSETH, That the said part y of the first part, in consideration of the sum of  
One Thousand DOLLARS,  
to him duly paid, the receipt of which is hereby acknowledged, he sold, and by these presents do grant, bargain, sell and mortgage  
to the said part y 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 (NW<sup>1</sup>/<sub>4</sub>) Section Twenty Four (24) Township Fourteen, (14)  
Range Eighteen (18) Less 1 Acre in (1 Acre) in South East Corner.

Subject to a mortgage for a \$1000.00 Dated Nov. 1st, 1930 Recorded in book 73  
at page 233, Douglas County, Kansas.

with the appurtenances, and all the estate, title and interest of the said part y of the first part therein, and the said  
Frank E. Lutz

do hereby covenant and agree that at the delivery hereof 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 DOLLARS, according to the terms of a certain promissory note this day executed by said

Frank E. Lutz to the said part y of the second part.  
Said note being given for the sum of One Thousand DOLLARS,  
dated Feb. 26th 1931, due and payable in Five year from date thereof, with interest thereon from the date thereof until paid, according to the terms of said note in coupons of Thirty 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 agree 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,  
in some 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 part 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 under 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 part y of the second part, and all sums paid by the part y of the second part for insurance, shall be due and payable or not, at the option of the part y of the second part; and it shall be lawful for the part y of the second part, y executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner proscribed by law, appraisement hereby waived or not, at the option of the part y of the second part, y 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 part y making such sale, on demand, to the said Frank E. Lutz heirs and assigns.

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

Signed, sealed and delivered in presence of

Frank E. Lutz (SEAL)

(SEAL)

State of Kansas, Osego County, ss.

BE IT REMEMBERED, That on this 26th day of February, A. D. 1931, before me C. J. Cordts a Notary Public in and for said County and State, came Frank E. Lutz a single man

Legal Seal

(Seal)

to me personally known to be the same person 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.

C. J. Cordts

Notary Public.

(My commission expires Feb. 2nd, 1933.)

This release was written on the original mortgage

dated Feb. 26th, day of Feb. 1931

*Harold Beck*  
Reg. of Deeds

*Frederick M. Beck*  
Deputy

*See assignment see book 113, page 37.*

*The 10th. form shown had having been paid in full this mortgage is hereby released. and the loan thereby created, discharged. 1000.00 I think my hands this 25 day of Feb. 1931. C. J. Cordts*