

Reg. No. 1939  
Fee Paid, \$ 7.50

## MORTGAGE RECORD-73

HALL LUMBER BUILDING 3711 E

## FROM

Otto Spitzli and wife

## TO

Mark H. Patterson

State of Kansas, Douglas County, ss.

This instrument was filed for record on the 17 day of  
July, A. D. 1932, at 2:35 o'clock P. M.

*Ernie E. Cunningham*

Register of Deeds.

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

**THIS INDENTURE**, Made this Twelfth day of July, in the year of our Lord one thousand nine hundred  
thirty-two, between Otto Spitzli and Myra Spitzli, his wife

of Dolora in the County of Douglas and state of Kansas, of the first part, and  
Mark H. Patterson

WITNESSETH, That the said parties of the first part, in consideration of the sum of  
Three thousand and no/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, his 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:

Lot Number Four (4) in Grand Heights, a Subdivision of the South 250 feet of Block Three (3)  
Grand Addition to the City of Lawrence, Kansas

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein, and the said Otto Spitzli and Myra  
Spitzli, his wife  
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 indefea-  
sible estate of inheritance therein, free and clear of all incumbrances, and that they 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 (\$3000.00) Three thousand and no/100 DOLLARS,  
according to the terms of a certain promissory note, this day executed by said Parties of the first part

Said note being given for the sum of (\$3000.00) Three thousand and no/100 DOLLARS,  
dated July 12, 1932, due and payable in Five year 2 from date thereof, with interest thereon from the date  
thereof until paid, according to the terms of said note and coupons of 75 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 parties 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 Three thousand Dollars (\$3000.00) or more  
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 parties 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 pen-  
alties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of  
the second part for insurance, shall be due and payable or not, at the option of the party of the second part; and it shall be lawful for the party of the  
second part, his executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the  
manner prescribed by law, appraisement hereby waived or not, at the option of the party of the second part, his 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 making such sale, on demand, to the  
said heirs and assigns.

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

Signed, sealed and delivered in presence of

Otto Spitzli (SEAL)

Myra Spitzli (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 17th day of July, A.D. 1932, before me Pearl Enick  
a Notary Public in and for said County and State, came Otto Spitzli and his wife Myra Spitzli

Legal 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.

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

Pearl Enick  
Notary Public.

(My commission expires Dec. 31, 1932.)

Recorded - 3-2-34  
Ernie E. Cunningham  
Register of Deeds

The following is endorsed on the original instrument.  
Released and the lien hereby created is hereby  
As witness my hand this 2-2-35 day of January, A. D. 1935  
Ernie E. Cunningham  
Register of Deeds