

FROM

William F. Ott & Blanche Ott  
TO

Kew Valley State Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 13 day of March A. D. 1929 at 8:30 A. M.

By Elsie E. Armstrong Register of Deeds.  
Dputy.

THIS INDENTURE, Made this 1st day of February, in the year of our Lord, one thousand nine hundred and twenty Nine between

William F. Ott and Blanche Ott his wife

of Eudora in the County of Douglas and State of Kansas  
parties of the first part, and Kaw Valley State Bank Eudora, Kansas

part. y of the second part.

WITNESSETH, That the said parties... of the first part, in consideration of the sum of Eighteen Hundred 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 part Y of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

NorthEast Quarter (4) of the Northwest Quarter (4) of section six (6) Twp. Thirteen (13) Rg. Twenty-one (21) according to Government Survey of the United States, also that part of the Northeast Quarter (4) of the Northwest Quarter (4) of Sec. Six (6) Twp. Thirteen (13) Rg. Twenty-one (21) on the South side thereof lines running as follows to wit: Commencing on the Northwest corner of said Northeast Quarter (4) of Sec. Six (6) Twp. Thirteen (13) Rg. Twenty-one (21) and running South along the said Quarter (4) eighty (80) rods, thence East Forty (40) rods, thence North Forty (40) rods from that point back to the place of beginning, containing in all Sixty acres (60) according to the said Government survey.

with the appurtenances and all the estate, title and interest of the said part...ies of the first part therein.

And the said part 186 of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner s of the premises above granted, and seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance.

except a mortgage to the Kansas City Joint Stock Land Bk for \$5500.00

It is agreed between the parties hereto that the less 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 becomes due and payable, and that they will keep the buildings upon said real estate insured against fire and tornado in such sum

insured against said real estate when the same becomes due and payable, and that they will keep the building upon said real estate insured against fire and continue in such sum and by such insurance company as shall be specified and directed by the part of the second part, the less, if any, made payable to the part y of the second part to the extent of its interest. And in the event that said part ies 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 part y of the second part may pay said taxes and 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 10% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Eighteen Hundred No/100 DOLLARS.

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 1st day of Feb. 1929

and by its term made payable to the part Y of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said part Y of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said part 1st of the first part shall fail to pay the same as provided in this indenture

And this conveyance shall be void if such payment be made as herein specified, and the obligation contained 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 is not kept up, as provided herein, or if the buildings or said real estate are not kept in as good repair as they are now, 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

to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing thereon; and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law and out of said moneys arising from such sale to retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any there be, shall be paid by the part making such sale, on demand, to the first part.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing thereby shall extend and inure to, and be enjoyed by, the heirs, executors, administrators, personal representatives and assigns of each of the parties to this indenture.

IN WITNESS WHEREOF, The parties of the first part have hereunto set their hands and seals the day and year last above written.

William F. Ott (SEAL)

William F. Ott (SEAL)

Mrs. Blanche Ott (SEAL)

(Seal)

(SEE)

STATE OF Kansas } ss  
County of Douglas }

BE IT REMEMBERED, That on this 1st day of February A. D. 1929, before me, a  
Notary Public in the aforesaid County and State, came

Legal William F. Ott and Blanche Ott his wife to me personally known to be the same person...s... who executed the foregoing instrument 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.

My commission expires on the 16th day of December 1930

**C. E. Cory** Notary Public

**RELEASE**

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

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