MORTGAGE RECORD 80

Receiving No. 2964

Reg. No. 492

Fee Paid, $ 1.50

FROM

JOHN OTT SR. AND MARY I. OTT HIS WIFE

TO

GEO. H. LOTHHOLZ EUDORA, KANSAS.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the ___19___ day of February A.D. 1936, at 2:20 o'clock P. M.

Harold A. Beck

Register of Deeds.

By _____ Deputy.

THIS INDENTURE, Made this 27th. day of December, in the year of our Lord, one thousand nine hundred and Thirty Five between JOHN OTT SR. AND MARY I. OTT HIS WIFE

of Eudora in the County of Douglas and State of Kansas, part ies of the first part, and GEO. H. LOTHHOLZ

WITNESSETH, That the said part ies of the first part, in consideration of the sum of part y of the second part.

SIX HUNDRED - - - - - - - -AND- - - - - - - -NO/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve 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:

The South Twenty (20) Acres of the West Half (½) of The South West Quarter (¼) of Section Thirty Six (36), Township Twelve (12) South all in Range Twenty (20) East of the Sixth P.M. Less one acre in the South East Corner.

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

And the said part ies 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

and that they will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the part ies 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 keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the part y of the second part, the loss, if any, made payable to the part y of the second part to the extent of his 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

SIX HUNDRED - - - - - - - - - - -AND- - - - - - - - - - -NO/100 DOLLARS, according to the terms of One certain written obligation for the payment of said sum of money, executed on the 27th. day of December 19 35 and by its terms 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 ies 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 therein, or if the buildings on said real estate are not kept in 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 ob ations 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 part y of the second part 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 therefrom; and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law and out of all 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 y making such sale, on demand, to the first part ies

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 therefrom shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The parties of the first part ha ve hereunto set their hand and seal the day and year last above written.

John Ott Sr. (SEAL)

Mary I. Ott (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS

COUNTY OF DOUGLAS } ss.

BE IT REMEMBERED, That on this 27th day of December A.D. 1935, before me, a Notary Public in the aforesaid County and State, came John Ott Sr., And Mary I. 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.

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 4th day of April 1938.

(SEAL)

C. P. Richards

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 17th day of October, 1936.

Geo. H. Lothholz

Mortgagee.   Owner.

This Release was written on the original Mortgage entered this day of October 19