

SUMMIT CO., LAWRENCE, KAN.

This Indenture, Made this 28<sup>th</sup> day of September in the year of our Lord ~~one thousand eight hundred and ninety~~ nineteen hundred between Elyah Fartner and Mary Fartner his wife of Endora in the County of Douglas and State of Kansas of the first part, and H. A. Overholzer of the second part,

Witnesseth, That the said part ies of the first part in consideration of the sum of Seventy Five DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ~~re~~ sold and by these presents do grant, bargain, sell and mortgage to the said part y 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:

Lots number Eleven (11) Twelve (12) Thirteen (13) and Fourteen (14) in Block Ninety Eight (98) in the city of Endora, County and state aforesaid.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said Elyah Fartner and Mary Fartner 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 indefeasible estate of inheritance therein free and clear of all incumbrances.

This grant is intended as a Mortgage to secure the payment of the sum of Seventy Five Dollars

according to the terms of one certain promissory note this day executed and delivered by the said Elyah Fartner and Mary Fartner to the said part y of the second part: H. A. Overholzer, payable one year from date with 8 per cent per annum from date.

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said part y of the second part his executors, administrators and 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 part y of the second part executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges for making such sales, and the overplus, if any there be, shall be paid by the part y making such sale on demand to the said Elyah Fartner and Mary Fartner heirs and assigns.

In Witness Whereof, The said part ies of the first part, ha ~~re~~ hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of  
Witness to Mark  
C. F. Richards  
Eugene Fartner  
STATE OF KANSAS,  
County of Douglas } SS.

Elyah <sup>his</sup> Fartner (SEAL.)  
mark  
Mary <sup>her</sup> Fartner (SEAL.)  
mark (SEAL.)

Be it Remembered, That on this 28<sup>th</sup> day of Sept, A. D. 1900, before me, C. F. Richards, a Notary Public in and for said county and State, came Elyah Fartner and Mary Fartner his wife

to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires April 1<sup>st</sup> 1902 C. F. Richards  
Recorded Sept 28<sup>th</sup> A. D. 1900, at 10:40 o'clock A. M. Notary Public.



The following is endorsed on the original instrument—  
The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged. Witness my hand this 30 day of Sept. A. D. 1902—  
H. A. Overholzer

Recorded - Oct 1 - 1902 -  
L. A. Solomon,  
Register of Deeds,  
By Willie B. Solomon,  
Deputy.

H. A. Solomon  
Register of Deeds.