

MORTGAGE RECORD No. 43.

MORTGAGE Standard Form. JOURNAL CO. PRINTERS, BINDERS AND BLANK BOOK MAKERS, LAWRENCE, KS.

This Indenture, Made this 20th day of October in the year of our Lord, 1905, between John V. Fritzgel and Anna A. Fritzgel husband and wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and _____ of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One Thousand 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 part of the second part 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:

North Half of the South West quarter of the North East Quarter (N½ S.W.¼ N.E.¼) and the South Eight acres of the South Half of the North West quarter of the North East Quarter of Sec. Twelve (12) Township Thirteen (13) Range Nineteen (19) east of 6" P.M.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said parties of the first part 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 except a certain mortgage for \$1500.00 given Sept. 1905 and due in five years.

This Grant is intended as a Mortgage to secure the payment of the sum of One Thousand Dollars according to the terms of one certain note this day executed and delivered by the said John V. Fritzgel and Anna A. Fritzgel to the said part of the second part

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 party of the second part, or their executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said parties of the first part or their heirs and assigns.

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

Signed, Sealed and Delivered in Presence of
C. S. Hawk

John V. Fritzgel [SEAL]
Anna A. Fritzgel [SEAL]
[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 16th day of October A. D. 1905, before me

Wm. T. Sinclair a Notary Public in and for said County and State, came John V. Fritzgel and Anna A. Fritzgel (husband and 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 subscribed my name and affixed my official seal on the day and year last above written.
My Commission Expires Dec. 13 - 1905 Wm. T. Sinclair Notary Public.

Filed for Record the 31 day of Oct. A. D. 1905, at 2¹⁵ o'clock P. M.

W. W. Armstrong, Register of Deeds.
By Eric E. Armstrong, Deputy.

This mortgage is subject to the original instrument. The whole herein described having been paid in full, this mortgage is hereby released and the same is hereby cancelled and discharged. As witness my hand this 20th day of October, A. D. 1905.

Recorded Nov. 26th 1905

By Eric E. Armstrong

Register of Deeds