

MORTGAGE RECORD No. 45.

MORTGAGE STANDARD FORM. Gazette Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

City of Wichita
in the County of Douglas
second part:
on of the sum of
DOLLARS,
sell and mortgage
County of Douglas,
Babcock
County
nt and agree that
and indefeasible
ent of the sum of
the second part
accord-
attached
any part thereof,
the whole amount
ors and assigns, at
the moneys arising
uch sales, and the
L. S.
d year first above
[SEAL]
[SEAL]
[SEAL]
07, before me,
y and State, came
own to be the same
al on the day and
[SEAL]
Notary Public.
M.
Register of Deeds.
Deputy.

This instrument is filed on the original instrument.
The mortgage herein described having been paid in full, this mortgage is hereby released and the
This mortgage created discharged. As witness my hand this 24 day of May, A. D. 1909.
Agnes J. Sheller, Notary Public
Recorded July 9 1909
Willie J. Pedlar
Notary Public

This Indenture, Made this 24 day of May in the year of our Lord Western
hundred and nine, between Matt Fortner Jr an
unmarried man of Endora in the County of
Douglas and State of Kansas, of the first part, and
Lily F Crocker of the second part:
Witnesseth, That the said part 1 of the first part, in consideration of the sum of
Two Hundred and Eighty DOLLARS,
to him duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do grant, bargain, sell and mortgage
to the said part 2 of the second part her 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 Eleven (11) Twelve (12) Thirteen (13) and Fourteen
(14) in Block number 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 1 of the first part therein. And the said
Matt Fortner Jr do hereby covenant and agree that
at the delivery hereof he is the lawful owner 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
\$280
according to the terms of one certain promissory note this day executed
and delivered by the said part 1 to the said part 2 of the second part
payable 3 yrs from date interest 7% payable annually
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 2 of the second part, her 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 part 2 making such sale, on demand, to said Matt Fortner Jr her
heirs and assigns.
IN WITNESS WHEREOF, The said part 1 of the first part has hereunto set his hand and seal the day and year first above
written.
Signed, Sealed and Delivered in presence of Matt Fortner Jr [SEAL]
[SEAL]
[SEAL]
STATE OF KANSAS,
Douglas County } ss.
BE IT REMEMBERED, That on this 24 day of May A. D. 1909, before me,
C. F. Richards a Notary Public in and for said County and State, came
Matt Fortner Jr an unmarried man
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 April 4 1909 C. F. Richards Notary Public.
Filed for Record the 25 day of May A. D. 1909, at 9 o'clock a M.
Floyd L Lawrence Register of Deeds.
Deputy.