

MORTGAGE RECORD No. 45.

287

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

Written
Single Man
in the County of

of the second part:
consideration of the sum of
DOLLARS,
bargain, sell and mortgage
the County of Douglas,

East one-half
Section Twelve (12)
North West
Range
Number, containing

paid
covenant and agree that
a good and indefeasible
four thousand

payment of the sum of

of the second part

ent, or any part thereof,
e, and the whole amount
administrators and assigns, at
of all the moneys arising
such sales, and the
now

day and year first above

[SEAL]

[SEAL]

[SEAL]

D. 1909, before me,
County and State, came

ly known to be the same
same.

cial seal on the day and

Notary Public.

P. M.

Register of Deeds.

Deputy.

(For assignment see Book 54, Page 311)

Recorded Aug 31, 1910

Exhibit Michael

Register of Deeds.

Ernie George

First published in accordance with act of Congress, approved April 10, 1908, and approved April 10, 1910.

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Sealed Book

By letter of March 10, 1910 in fact

This Indenture, Made this 8th day of June in the year of our Lord Nineteen
hundred and nine (1909), between
Anton C. Hess and Christina Hess his wife of Warrens Township in the County of
Douglas and State of Kansas, of the first part, and
John Fritzgel of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of
Two Thousand (\$2000.00) 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 2d 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:

The North Ten (10) acres of the East half (1/2) of the North
East Quarter (1/4) of the South West Quarter (1/4) and also
the West five acres of the North West Quarter (1/4) of the
North West Quarter (1/4) of the South East Quarter (1/4); all
in Section number One (1) in Township Number
Thirteen (13), of Range Number Nineteen (19),

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said
Anton C. Hess and Christina Hess, his wife do hereby covenant and agree that
at the delivery hereof they are 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
Two Thousand Dollars

according to the terms of one certain promissory note this day executed
and delivered by the said Anton C. Hess and Christina Hess, his wife to the said part 2d of the second part
due five years after date, with privilege of paying \$100.00 or more
of said principal sum on any interest paying date after 1 year 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 2d 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; 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 2d making such sale, on demand, to said parties of the first part their
heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hands and seals the day and year first above
written.

Signed, Sealed and Delivered in presence of

Anton C. Hess [SEAL]

Christina Hess [SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 8th day of June A. D. 1909, before me,

Frank E. Banks, a Notary Public in and for said County and State, came

Anton C. Hess and Christina Hess,

his wife, Christina to me personally known to be the same
persons 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 November 5 1910

Frank E. Banks Notary Public.

Filed for Record the 5 day of June A. D. 1909 at 2:25 o'clock P. M.

Floyd L. Lawrence Register of Deeds.
Deputy.