MORTGAGE RECORD No. 49.

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

This Indenture, Made this 1st day of December in the year of our Lord nineteen hundred Eleven between Theodore S Fenstemaker and Bonnie M Fenstemaker, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and F. P. Anderson of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Five Hundred ($500.00) 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 party 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 Numbered One Hundred Seven (107) and One Hundred Nine (109) on Mississippi Street in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Theodore S Fenstemaker and Bonnie M Fenstemaker 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 $500.00 according to the terms of one certain note this day executed and delivered by the said Theodore S Fenstemaker and Bonnie M. Fenstemaker to the said party of the second part payable at the Citizens State Bank in five years interest 6%

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, 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 party making such sale, on demand, to said Theodore S. Fenstemaker heirs and assigns.

IN WITNESS WHEREOF, The said parties 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

Theodore S Fenstemaker [SEAL]
Bonnie M. Fenstemaker [SEAL]
[SEAL]

STATE OF KANSAS,
Douglas County } ss.

BE IT REMEMBERED, That on this day of December A. D. 1911, before me, C B Hosford a Notary Public in and for said County and State, came Theodore S Fenstemaker and Bonnie M. Fenstemaker 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 May 21 1914

C B Hosford
Notary Public.

Filed for Record the 5 day of Dec A. D. 1911, at 11 o'clock a M.

Floyd L Lawrence Register of Deeds.
Deputy.

Recorded July 2, 1921
Carson Pritchard
Register of Deeds
Fern Hill
Dep.

For assignment see book 6-2-151.

The money is received on the within mortgage.
The same has been received and the within mortgage is hereby released and the Douglas County created discharged. As witness my hand this 26 day of December A.D. 1916
Richard M. Corbin