

## MORTGAGE RECORD No. 49.

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

This Indenture, Made this Twenty-fifth day of May in the year of our Lord nineteen  
hundred twelve (1912), between Jane Fitzpatrick, a widow, Esq. H. C.  
Fitzpatrick, a single man of Desomption in the County of  
Douglas and State of Kansas, of the first part, and  
John G. A. Norton, of Lawrence, of Douglas County, Kansas of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
One thousand and no/100. 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:

The undivided eight fourteenth (7/16) of the South East Quarter (4) of  
Section Twenty-two (22) and the undivided eight fourteenth (7/16) of the  
South West Quarter (4) of Section Twenty-two (22) all in Township  
Twelve (12), Range Eighteen (18).

with all the appurtenances, and all the estate title and interest of the said parties 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—

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 promissory note this day executed  
and delivered by the said Jane Fitzpatrick Esq. H. C. Fitzpatrick to the said party 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, 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 of the first part, making such sale, on demand, to said parties of the first part, their  
heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Jane Fitzpatrick [SEAL]  
H. C. Fitzpatrick [SEAL]  
[SEAL]

## STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, that on this 29th day of May A. D. 1912, before me,  
the undersigned a Notary Public in and for said County and State came  
Jane Fitzpatrick a widow, and H. C. Fitzpatrick  
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 Nov 8th 1914

Frank C. Banks  
Notary Public.

Filed for Record the 29 day of May A. D. 1912, at 2<sup>00</sup> o'clock P. M.

Thos L. Lawrence Register of Deeds.  
Deputy.

This instrument is endorsed on the reverse instrument  
wherein herein recorded having been paid in full, this mortgage is hereby released and the  
the hereby created discharged. As witness my hand and the seal of said County, this 29th day of May, 1912.

Aug 10 1916  
Thos L. Lawrence  
Register of Deeds.