

MORTGAGE RECORD No. 49.

435

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

This Indenture, Made this 21st day of May in the year of our Lord nineteen
hundred and twelve, between B. S. Fartney, an unmarried man
of the City of Lawrence in the County of
Douglas and State of Kansas, of the first part, and

Hugh Blair of the second part:
Witnesseth, That the said party of the first part, in consideration of the sum of
Six hundred DOLLARS,
to him duly paid, the receipt of which is hereby acknowledged, hath sold, and by these presents doth 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:
Lot number Sixteen (16) in The Fair Grounds Addition, in the City of Lawrence, in said County
and State,

The mortgagor agrees to keep the buildings on premises insured against fire, lightning
and windstorms to the extent of their insurable value, in a company or companies approved of
by this mortgagee with mortgage clause making loss payable to said mortgagee, or his assigns
as his interest may appear, and failing to do so holder of mortgage may have same insured and
the cost of so doing added to the mortgage to draw interest until paid at 10%

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said
Party of the first part 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
Six Hundred Dollars
according to the terms of One certain Note this day executed
and delivered by the said Party of the first part to the said party of the second part
payable three years after date with interest thereon according
to the terms of said note and coupons thereto attached

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 Party of the first part his
heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part hath hereunto set his hand and seal the day and year first above
written.

Signed, Sealed and Delivered in presence of
Jennie Watt [SEAL]
B. S. Fartney [SEAL]
[SEAL]
[SEAL]

STATE OF KANSAS,
Douglas County ss.
BE IT REMEMBERED, That on this 31st day of May A. D. 1912, before me,
Jennie Watt a Notary Public in and for said County and State, came
B. S. Fartney, 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 30 Mar 1916 Jennie Watt Notary Public.

Filed for Record the 1 day of June A. D. 1912, at 9:00 o'clock a M.
Dwight L. Lawrence Register of Deeds.
Deputy.

Official Seal of Notary Public, State of Kansas, Commission Expires June 30, 1916.

Recorded June 3rd 1912

Exhibit A - Fartney

Register of Deeds