

MORTGAGE RECORD.

The Grantee, Lawrence, Kansas

This Indenture, Made this Eleventh day of October in the year of our Lord one thousand nine hundred and Eleven, between John Fritzal and Margaret Fritzal his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and J. C. Miller of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Six thousand 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: South East one quarter (1/4) of Section number twelve (12) Township number thirteen (13) South 2 Range number nineteen (19) East of the Sixth Principal Meridian

with the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said John Fritzal and Margaret Fritzal do hereby covenant and agree that at the delivery hereof, 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, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Six thousand DOLLARS,

according to the terms of one certain promissory note, this day executed by the said John Fritzal and Margaret Fritzal to the said party of the second part; said note being given for the sum of Six thousand DOLLARS, dated Oct 11th 1911, due and payable in Five coupons of 180 dollars each there to attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises

insured in favor of the said mortgagee, in the sum of one DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the part of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall, from the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof or interest thereon or the taxes assessed on said premises or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part of the second part, and all sums paid by the part of the second part for insurance, shall be due and payable or not, at the option of the part of the second part; and it shall be lawful for the part of the second part, its executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the part of the second part, its executors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part of the second part, making such sale, on demand to the said John Fritzal and Margaret Fritzal heirs and assigns.

IN TESTIMONY WHEREOF, The said part of the first part have hereunto set their hands and seal the day and year last above written.

Signed, sealed and delivered in presence of
J. C. Miller

John Fritzal (SEAL)
Margaret Fritzal (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 11 day of October, A. D. 1911, before me,

A. F. Flynn a Notary Public in and for said County and State, came John Fritzal and Margaret Fritzal, his wife to me personally known to be the same person who executed the foregoing instrument of writing 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 10th 1911.

Filed for Record on the 11 day of Oct A. D. 1911 at 11 o'clock AM.

J. Lloyd L. Lawrence Register of Deeds.
Deputy.

This mortgage is subject to the effect of the mortgagee's interest in the property and the mortgagee's interest in the property is hereby released and the mortgagee's interest in the property is hereby released and the mortgagee's interest in the property is hereby released.

Recorded - Jan 17th 1912

(Not design must see Book 57 Page 401)
(In Commission the Book 57 Page 401)

Peoples State Bank Farm