

Mortgage Record No. 52.

This Indenture, Made this 16th day of December in the year of our Lord
nineteen hundred and thirteen Bd Twt 11 1/2 Cts

between _____, between B. B. Fortney, Single (nd)
B. B. Fortney (nd) Mami Fortney his wife _____ of Lawrence in the County of
Douglas _____ and State of Kansas, of the first part, and _____

and State of Kansas, of the first part, and
The Lawrence National Bank of Lawrence, Kansas of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Six hundred dollars

to them duly paid, the receipt of which is hereby acknowledged, have and sold, and by these presents do — grant, bargain, sell and mortgage to the said them and their successors and assigns forever, all that certain

and mortgage to the said part of the second part its Successors 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 West $\frac{1}{4}$ of the North East $\frac{1}{4}$ of Section Nine Township 13 Range 20 and all that part of the North half of the South-east $\frac{1}{4}$ of Section 15 commencing at a point 85 rods North of

of the North half of the South-east $\frac{1}{4}$ of Section 15 commencing at a point 88 rods North of the Southwest corner of said South-east $\frac{1}{4}$ running thence North along west line of said $\frac{1}{4}$ Section 32 rods; thence east 64 rods thence South 40 rods; thence west 4 rods; thence North 8 rods; thence West 80 rods to place of beginning containing 17 acres also all that part of the South-east $\frac{1}{4}$ of said South-east $\frac{1}{4}$ of Section 15 and lying North of Wakarusa creek containing 29 acres all in Township 13 Range 20.

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said

do hereby covenant and agree that at the delivery hereof they are the lawful owner s of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

\$3200⁰⁰ to Northwestern Mutual Life Ins. Co., Intg.

_____ This Grant is intended as a mortgage to secure the payment of the sum of
Five Hundred Dollars
 according to the terms of One certain Note this day executed _____

and delivered by the said B. L. Fortney and C. L. Fortney to the said party of the second part

The Lawrence National Bank

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 there-

of, 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 4 of the second part its Successors to cause the same to be paid by the said executors, administrators

trustee 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 _____.

Bd. Gortney & E. L. Gortney heirs and assigns.

IN WITNESS WHEREOF, The said part 255 of the first part had hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

B. J. Fortney (SEAL)

C. L. Fortney (SEAL)

Maxim Fortney.....(SEAL)

STATE OF KANSAS,
Douglas County } ss.

BE IT REMEMBERED, That on this 17 day of December A. D. 1913, before me,

Geo. W. Perkins a Notary Public in and for said County and State, came
B. A. Fortney, a single man, E. L. Fortney and Mamie Fortney his wife.

.....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.

Dec. 25 1946 Geo. W. Kuhn

Commission Expires.....*Jan 22 2011*.....*2011*.....*11/16/2010*.....**Notary Public.**

Filed for Record the 18th day of Dec A. D. 193, at 9:50 o'clock 1 M.
Doell

_____ *Floyd Lawrence* Register of Deeds.
B. Geo W. Watson Deputy

Signature: _____

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