

MORTGAGE RECORD NO. 58

This Indenture, Made this 18<sup>th</sup> day of January in the year of our Lord Nineteen hundred and Nineteen between Arthur Fritzgel and Minnie M. Fritzgel, his wife of the Township of Douglas and State of Kansas, of the first part, and Hugh Blair of the second part:

WITNESSETH That the said part second of the first part, in consideration of the sum of Four Thousand DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, have well sold, and by these presents do grant, bargain, sell and mortgage to the said part second of the second part 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 South-east quarter (1/4) of the North-east quarter (1/4) of the South-west quarter (1/4) of Section One (1) and Township Thirteen (13) of Range Twentieth (20) in said County and State, containing Ten (10) acres, also the West half (1/2) of the West half (1/2) of the South-west quarter (1/4) of the North-west quarter (1/4) of the South-east quarter (1/4) of said Section One (1), Township Thirteen (13), Range Twentieth (20), containing Two and a half (2 1/2) acres, less Railroad right of Way.

The mortgagee agree to keep the buildings or structures now erected or to be hereafter erected, insured against fire, lightning and windstorm to the extent of their insurable value, in a company approved of by this mortgagee with mortgage clause attached making loss payable to said mortgagee, or assigns, or either of them, and failing to do so, holder of mortgage may have same insured and the costs be charged to the mortgagee.

with all the appurtenances, and all the estate, title and interest of the said part second 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 owner s 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 Four Thousand dollars

according to the terms of one certain note this day executed parties of the first part to the said part second of the second part

and delivered by the said parties of the first part to the said part second of the second part Payable five years after date with interest thereon according to the terms of said note and coupons thereto attached

and this conveyances 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 part second 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 sale to retain the amount then due for principal and interest, together with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the part second of the second part, to said parties of the first part, their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of Arthur Fritzgel (SEAL) Minnie M. Fritzgel (SEAL) Jennie Watt (SEAL)

STATE OF KANSAS,

Douglas County ss. BE IT REMEMBERED, That on this 18<sup>th</sup> day of January A. D. 19 19, before me,

Jennie Watt a Notary Public in and for said County and State, came Arthur Fritzgel and Minnie M. Fritzgel, 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

My Commission Expires 30<sup>th</sup> March 19 20 Jennie Watt Notary Public.

Filed for Record the 20<sup>th</sup> day of January A. D. 19 19 at 8<sup>35</sup> o'clock a M. Estelle Northrup Register of Deeds Deputy.

The following is endorsed on the original instrument.  
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.  
A witness my hand this 26<sup>th</sup> day of Jan A. D. 19 20  
Jennie Watt

Recorded Feb. 11<sup>th</sup> 1920  
Lea B. Holliman  
Register of Deeds

For Assignment See Book 97 Page 224

The following is endorsed on the original instrument.  
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. A witness my hand this 28<sup>th</sup> day of January A. D. 19 20  
Estelle Northrup

Recorded Jan. 19, 1920  
Estelle Northrup