

MORTGAGE RECORD NO. 58

The following is enforced 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

3rd

day of

Feb.

A. D. 1925

at

Lawrence

Missouri

Emma J. Blair, Executrix of the last

Will and Testament and of the Estate of

Hugh Blair, Deceased.

Jessie Thatt.

Notary of Deeds

Recorded Feb. 4th 1925

Jan E. McCreary, Notary of Deeds

This Indenture, Made this Fifth day of August in the year of our Lord nineteen hundred and nineteen between Arthur Fritzgel and Minnie M. Fritzgel, his wife of the Township of Douglas in the County of Douglas and State of Kansas, of the first part, and, Hugh Blair of the second part:

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

Eighteen Hundred

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 South east quarter (1/4) of the North east quarter (1/4) of the South west quarter (1/4) of Section One (1) in Township Thirteen (13) of Range Nineteen (19) in said County and State, containing Six (6) acres. Also the West half (1/2) of the North 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 Nineteen (19), containing Two and a half (2 1/2) acres, less Railroad Right of Way.

They The mortgagee agree to keep the buildings on premises insured against fire, lightning and wind storm to the extent of their insurable value in a company or companies approved of by this mortgage with mortgage clause attached making one payable to said mortgagee, or his assigns, as 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 unlimited at 10%. 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 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

Eighteen Hundred Dollars

according to the terms of one certain note this day executed

and delivered by the said parties of the first part to the said party of the second part

Payable thirty-six months after date with interest thereon according to terms of said note

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments 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 sale 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 parties of the first part.

their heirs and assigns. This mortgage is given as additional and collateral security to a certain mortgage on personal property made by and between the same parties of own substance. IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals.

the day and year first above written.

Signed, Sealed and Delivered in the presence of

Arthur Fritzgel (SEAL)

Minnie M. Fritzgel (SEAL)

(SEAL)

Jessie Thatt

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 5th day of August A. D. 1919, before me,

Jessie Thatt 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 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 30th March 1920.

Jessie Thatt

Notary Public.

Filed for Record the 30 day of Dec A. D. 1919, at 2:45 o'clock P.M.

Estelle Norehrup Register of Deeds

Esma Flora Deputy.