

MORTGAGE RECORD NO. 58

This Indenture, Made this 20th day of November in the year of our Lord nineteen hundred and nineteen between J. M. Fortner, unmarried of Endora in the County of Douglas and State of Kansas, of the first part, and J. Ruess of the second part:

WITNESSETH That the said part-y of the first part, in consideration of the sum of One Hundred and Fifty DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage to the said part-y 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:

All that tract of land beginning at a stake in the center of the ravine at 33 and 60 parcels, equal to 389 and 7/10 feet North of the South East corner of the North East Quarter of the South West Quarter of Section number Five (5), Township Thirteen (13) South of Range Twenty One (21) East of the Sixth principal meridian, in Douglas County, Kansas; thence down said ravine north 69 and 3/4 degrees; West 100 feet; thence North 22 degrees; West 138 feet; thence South 85 degrees; West 100 feet; thence North 135 and 3/4 feet; thence East 247 and 7/10 feet; thence south 288 and 7/10 feet.

with all the appurtenances, and all the estate, title and interest of the said part-y of the first part therein. And the said J. M. Fortner 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 One Hundred Fifty Dollars according to the terms of one certain note this day executed and delivered by the said J. M. Fortner to the said part-y of the second part payable one year from date hereof

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 part-y 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 part-y making such sale, on demand, to said J. M. Fortner his heirs and assigns.

IN WITNESS WHEREOF, The said part-y of the first part has hereunto set his hand and seal on the day and year first above written.

Signed, Sealed and Delivered in the presence of

John F. Richards
J. F. Richards
J. F. Richards

J. M. Fortner (SEAL)
mark (SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 20th day of November A. D. 1919, before me, L. F. Richards a Notary Public in and for said County and State, came J. M. Fortner, unmarried

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 April 4 1922

L. F. Richards

Notary Public.

Filed for Record the 21 day of Nov A. D. 1919, at 8:35 o'clock A.M.

Estelle Northrup Register of Deeds
Ferne Floyd Deputy.

This mortgage is subject to the provisions of the act of March 1, 1909, relating to the redemption of mortgages. As witness my hand this 20th day of November, A. D. 1919.

Recorded - Nov 28 1921
Estelle Northrup
Register of Deeds