

MORTGAGE RECORD-59.

The following is endorsed on the original instrument.
 The mortgage herein described having been paid in full, this mortgage is hereby
 acknowledged to be satisfied and the lien hereby created is discharged.
 24 witness my hand this 1st day of Feb. 1924
 J. E. Miller
 Register of Deeds

Recorded Feb 2 1924

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This Indenture, Made this

1st day of February

year of our Lord one thousand nine hundred

and Twenty Three

in the County of

Lawrence, Kansas

Witnesseth, That the said part

Eight Hundred and no/100 \$800.00

of the second part, its 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:

Eighty Five (85) Eighty Seven (87) and Eighty Nine (89) all of

Lot Ninety One (91) except the east half of the south seventy four

(74) feet of same, and all of Lot Ninety Three (93) Ninety Five (95)

Ninety Seven (97) Ninety Nine (99) and One Hundred One (101)

all on Fremont Street in Baldwin City.

with the appurtenances, and all the estate, title and interest of the said part

Fillie Edna Fritz and Joseph H. Fritz, her husband

do hereby covenant and

agree that at the delivery hereof they 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

Eight Hundred and no/100 \$800.00

according to the terms of certain promissory note, this day executed by said

Joseph H. Fritz, her husband

to the said part

Eight Hundred and no/100 \$800.00

dated February 1st 1923, due and payable in

three

with interest thereon from the date thereof until paid according to the terms of said note and 6 coupons of \$32.00

Dollars each thereto 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 said mortgagee, in the sum of Eight Hundred and no/100 (\$800.00) 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 insure the same at the expense of the part

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, in the manner prescribed by law, appraisement hereby waived or not, at the option of the part

of the second part, its heirs and 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

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Be It Remembered, That on this

29th

day of

January

A. D. 1923

before me,

R. N. Stiles

Fillie Edna Fritz and Joseph H. Fritz, her husband

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

Sept. 13th 1925

8th day of February

A. D. 1923, at 4 o'clock P. M.

By

R. N. Stiles

Notary Public.

By

J. E. Miller

Register of Deeds.

By

J. E. Miller

Deputy.

By

J. E. Miller

Deputy.

Fillie Edna Fritz
 Joseph H. Fritz

(SEAL)

(SEAL)

STATE OF KANSAS,

Myandotto

County,

L. S.