

MORTGAGE RECORD 72

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 16th day of May A. D., 1933 At 3:05 P. M.

Arthur Fritze; and wife
TO

J. S. Windsor

Br

Register of Deeds.
Deputy

THIS INDENTURE, Made this 1st day of May in the year of our Lord ~~nine~~ one thousand and thirty-three between Arthur Fritzel and Minnie M. Fritzel, husband and wife

of Lawrence in the County of Douglas and State of Kansas
of the first part, and J. S. Windsor

of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of THIRTY FIVE HUNDRED (\$3500.00) DOLLARS to them duly paid, the receipt of which is herchy acknowledged, ha ye 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:

The Southeast Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$) of Section One (1) and The West Half ($\frac{1}{2}$) of the West Half ($\frac{1}{2}$) of the Southwest Quarter ($\frac{1}{4}$) of the Northwest Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of Section One (1), all in Township Thirteen (13), Range Nineteen (19), and containing altogether twelve and one-half acres of land, more or less.

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

Arthur Fritzel

do ed 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 **THIRTY FIVE HUNDRED DOLLARS**

Dollars, according to the terms of

one certain promissory note this day executed ~~XXXXXX~~ by the said Arthur Fritzel

to the said party of the second part : To which are attached ten interest coupons representing the interest during the life of this loan secured by this mortgage.

Parties of first part agree to maintain fire insurance on the improvements on the above property, covering the amount of this mortgage and in some good fire insurance company duly authorized to do business in the State of Kansas, loss payable as the interests of the parties hereto may appear.

at the default be made in such payment or on 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 ~~be~~ due and payable, and it shall be lawful for the said party 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 sale to retain the amount then due for principal and interest, together with the cost and charges of making such sale, and the surplus, if any there be, shall be paid by the party y making such sale, on demand, to ~~the~~ the said Arthur Pritzkel.

his heirs and assigns

IN WITNESS WHEREOF, The said part ies of the first part ha ve hereunto set their hand s and seal s the day and year first above written.

Signed, sealed and delivered in presence of

Arthur Fritzel (SEAL)

R. E. Melvin

Vinnie M. Tritzel (SEAL)

STATE OF KANSAS,
COUNTY OF DOUGLAS

BE IT REMEMBERED, That on this 8th day of May

A. D. 19 33 before me R. E. Melvin ~~Notary Public~~ in and for said County and State

came Arthur Fritzel and Minnie M. Fritzel, husband & wife.

to me personally known to be the same person who executed the foregoing instrument ~~and~~ and duly acknowledged the execution of the same.

Legal Seal IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above

My Commission expires April 5 19 34 R. E. Melvin Notary Public

RELEASE

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged.

As Witness my hand, this _____ day of _____ A. D. 19____

ATTEST:

A. D. 19.....