

MORTGAGE RECORD 76

Reg. No. 2192
Fee Paid, \$ 2.25

FROM

Eugene C. Fortner
TO

Anna Lothholz

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 15th day of
July A. D. 1933, at 10:50 o'clock, A. M.*Edna E. Fortner*

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 1st day of March in the year of our Lord, one thousand nine hundred and Thirty Three. between Eugene C. Fortner Unmarried.of Endora in the County of Douglas and State of Kansas.
part y of the first part, and Anna Lothholz

part y of the second part.

WITNESSETH, That the said part y of the first part, in consideration of the sum of
Nine Hundred and No/100 DOLLARS, to him duly paid, the receipt of
which is hereby acknowledged, has sold, and by this indenture do es Grant, Bargain, Sell and Mortgage to the said part y of the second part,
the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:Lots, Numbers Eleven (11), Twelve (12), Thirteen (13), and Fourteen (14) in Block Ninety Eight (98),
in the City of Endora, County and State aforesaid.

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

And the said part y of the first part do es hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and
mined of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance

and that they will warrant and defend the same against all parties making lawful claim therein.

It is agreed between the parties hereto that the part y of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or
assessed against said real estate when the same become due and payable, and that he will keep the buildings upon said real estate insured against fire and tornado in such sum
and by such insurance company as shall be specified and directed by the part y of the second part, the loss, if any, made payable to the part y of the second part to the extent of
her interest. And in the event that said part y of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as
herein provided, then the part y of the second part may pay said taxes and insurance, or other, and the amount so paid shall become a part of the indebtedness, secured by this
indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.THIS GRANT is intended as a mortgage to secure the payment of the sum of
Nine Hundred and No/100 DOLLARS.according to the terms of One certain written obligation for the payment of said sum of money, executed on the 1st day of March 1933.
and by its terms made payable to the part y of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or
sums of money advanced by the said part y of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said
part y of the first part shall fail to pay the same as provided in this indenture.And the covenants shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any
part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable, or if the insurance is not kept
up as provided herein, or if the buildings on said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this covenant shall become
absolute, and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately
mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said part y of the second partto take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the note
and benefits accruing thereon; and to sell the premises hereby granted, or any part thereof, in the manner provided by law and out of all moneys arising from such sale to retain the
amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid by the part y making such sale, on
demand, to the first part y.It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend
and more to and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties herein.IN WITNESS WHEREOF, The part y of the first part has hereunto set His hand and seal the day and year last
above written.

Eugene C. Fortner (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS }
COUNTY OF DOUGLAS, } ss.BE IT REMEMBERED, That on this 1st day of March A. D. 1933, before me, a
Notary Public in the aforesaid County and State, came

Legal Eugene C. Fortner Unmarried.

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

Seal 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 on the 25 day of July 1935.

H. A. Schubert Notary Public.

RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of
Deeds to enter the discharge of this mortgage of record. Dated this 30th day of August 1934.*Eugene C. Fortner* admin Estate of *Anna Lothholz* Dec.
Mortgage Owner.This Release
was written
on the original
Mortgage
entered
this 3 day
of August
1934
Namela B. B.
Reg. of Deeds.