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 ____15"____ day of

____July____ A. D. 19 33, at 10:50 o'clock A. M.

_____
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 ___Eudora___ 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, ha__s__ 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 Eudora, County and State aforsaid.

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 seized 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 thereto.

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 becomes 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 either, 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 this conveyance shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payment 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 conveyance 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 part _____ to 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 rents and benefits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner prescribed 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 overplus, if any there be, shall be paid by the part __y__ making such sale, on demand, to the first part.

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 inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The party__y__ of the first part ha__s__ 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. 19 33, before me, a ___Notary Public___ in the aforesaid County and State, came ___Eugene C. Fortner Unmarried.___ to me personally known to be the same person____ who executed the foregoing instrument 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 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___, 1941.

___Geo H. Lothholz___ admr Estate of Miss. Anna Lothholz, Dec.
Mortgagee. Owner.

This Release was written on the original Mortgage entered this 3 day of _____ 19__

___Harold A Beck___
Reg. of Deeds.