

MORTGAGE RECORD 76

Reg. No. 2193
Fee Paid, \$ 6.25

FROM

Eugene C. Fortner
TO

Geo. H. Lothholz

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 15th day of July A. D. 1933 at 10:55 clock A. M.

By *Geo. H. Lothholz* Register of Deeds.
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 in the County of Douglas and State of Kansas.
part of the first part, and Geo. H. Lothholz part of the second part.

WITNESSETH, That the said part of the first part, in consideration of the sum of Twenty Five Hundred Fifty ----- And -- No/100 - DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture does Grant, Bargain, Sell and Mortgage to the said part of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Beginning at a point where the center of the County road intersects the east line of the North East Quarter of the South West Quarter of Section Five (5), Township Thirteen (13), Range Twenty One (21), Thence running West 550 feet; Thence North to a point 15 feet South of the center of a ravine; Thence in a South Easterly direction 556 feet more or less to a point 290 feet North of the South East Corner of the North East Quarter of the South West Quarter of said Section Five; Thence South to place of beginning. Also all that tract of land beginning 7 3/4 Rods North and 16 Rods West in the South West Quarter of Section Five, Township Thirteen, Range Twenty One, where the West line of the City Limits running North and South intersects the center of the Hedge fence now on the North side of Block No. 72, City of Eudora; Thence West 20 Rods; Thence North 7 1/4 Rods to the center of Ravine; Thence in an Easterly direction along the center of said ravine to a point due north of the starting point; Thence South 6 Rods to place of beginning. Also a piece or parcel of land beginning at a point 290 feet North of the South East corner of the North East Quarter of the South West Quarter of Section Number Five, Township Number Thirteen, Range Number Twenty One; Thence in a Northwesterly direction 556 feet; Thence North 15 feet; thence East along the Ravine to Half Section line; thence South to place of beginning, the same being a road way 15 feet wide along said ravine. Also Lots Number Five (5), Six (6), Seven (7), Eight (8), Nine (9), in Block Seventy One (71), also Lots Number Six (6), Seven (7) Eight (8), Nine (9), and Ten (10) in Block Ninety Eight (98) all in the City of Eudora, The above property situated in Douglas County, Kansas.

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

And the said part of the first part does 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.

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 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 of the second part, the loss, if any, made payable to the part of the second part to the extent of his interest. And in the event that said part 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 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

Twenty Five Hundred Fifty ----- 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 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 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 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 payments or any part thereof or any obligation treated thereby, or interest thereon, or if the taxes 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 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 surplus, if any there be, shall be paid by the part, 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 part of the first part has hereunto set His hand and seal on the day and year last above written.

Eugene C. Fortner (SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS
COUNTY OF DOUGLAS

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 of the same.

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 30 day of August 1934

Geo. H. Lothholz Owner.
Mortgagee. *Harold A. Beck* Reg. of Deeds.

This Release was written on the original Mortgage entered this 30 day of August 1934