

MORTGAGE

(42B)

BOOK 111

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This Mortgage Made this 27 day of October in the year of Our Lord, One Thousand Nine Hundred and Fifty Six by and between I. C. Anderson and Opal Anderson, husband and wife

of the County of Douglas and State of Kansas part 1st of the first part, and A. E. Etherington and Jessie M. Etherington or survivors thereof

part 1st of the second part
Witnesseth, That said part 1st of the first part, for and in consideration of the sum of Fifteen Hundred and No/100 Dollars to them in hand paid by the said part 1st of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, and conveyed, and by these presents do grant, bargain, sell and convey unto the said part 1st of the second part and to their heirs and assigns forever, all of the following described tract, piece and parcel of land lying and situated in the County of Douglas and State of Kansas, to-wit:

The East Half of the Southwest Quarter of Section Fourteen;
The North 1/2 acres of the East Half of Northeast Quarter of Section Twenty Three; Also beginning 190 feet south of the 1/8th corner of the North line of Northwest Quarter of section twenty three; thence west 370 feet; thence south 380; thence East 375 feet; thence North 380 feet to point of beginning of section twenty three all in Township nineteen South, Range eighteen East containing 100.8 acres of land more or less.

This mortgage is intended to cover the land described in Warranty Deed dated March 17, 1947 recorded in Book 159 of Deeds at page 498 in which parties of the first part were grantees.

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereto belonging, unto the said part 1st of the second part, and to their heirs and assigns forever; PROVIDED ALWAYS, and this instrument is made, executed, and delivered upon the following conditions, to-wit:

Whereas, the said I. C. Anderson and Opal Anderson, husband and wife have this day executed and delivered one certain promissory note in writing to the part 1st of the second part, payable at 3801 West 38th Street, Mission, Kansas as follows, to-wit:

Form No. 158—Class K

Danmore Stationery Co., Inc. Kansas City, Mo.

October 27th 1956
November 1, 1957 after date promise to pay to
A. E. Etherington and Jessie M. Etherington or order
FIFTY DOLLARS (\$50.00) and No/100 Dollars
at 3801 West 38th Street, Mission, Kansas

For value received, with interest thereon at 10 per cent per annum from date until paid in interest payable annually; and if interest be not paid when due, same is to become part of the principal, and the total sum to bear eight per cent interest.
If this note is not paid when due, we agree to pay an attorney's fee of \$100.00 if placed in the hands of an attorney for collection.

No Due

Not, if the said I. C. Anderson and Opal Anderson, husband and wife shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with the interest thereon, according