

MORTGAGE RECORD

P. T. Foley, Blank Book Manufacturer, Lawrence, Kas.

This Indenture, Made this Eighteenth day of October in the year of our Lord one thousand eight hundred and eighty Eight between Michael A. Anderson of Kansas in the County of Douglas and State of Kansas of the first part, and Thomas Anderson of the second part,

Witnesseth, That the said part y of the first part in consideration of the sum of Three Thousand DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he do 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 west half of the South East quarter of Section Twenty three (23) Also the West half of the North West quarter of the South East quarter of Section Twenty six (26) Also the East half of the East half of the South East quarter of the South East quarter of Section Eleven (11) All in Township Twelve (12) of Range Eighteen (18) comprising One hundred and ten (110) acres of land more or less

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said Michael A. Anderson do hereby covenant and agree that at the delivery hereof he was 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 Three thousand Dollars

according to the terms of one certain promissory note this day executed and delivered by the said Michael A. Anderson to the said part y of the second part:

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or 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 become due and payable, and it shall be lawful for the said part 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, appraisement hereby waived or not at the option of the part y of the second part his executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges of making such sales, and the overplus, if any there be, shall be paid by the part y making such sale on demand to the said Michael A. Anderson or his heirs and assigns.

In Witness Whereof, The said part y of the first part, he do hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

J. L. Vincent

Michael A. Anderson (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 18<sup>th</sup> day of October, A. D. 1888, before me, J. L. Vincent Justice of Peace, Notary Public in and for said County and State, came Michael A. Anderson

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

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires 18

Recorded Oct 19 A. D. 1888, at 8 o'clock P. M., J. L. Vincent Justice of the Peace

James Brooks Reg. Sec. of Deeds

The following is a record of the original instrument  
\$3000 - Lawrence, Kas. July 6: 1892. Received of Michael A. Anderson the within mortgage for the sum of three thousand dollars in full satisfaction of the within mortgage  
J. R. Davidson Esq. of the State of Kansas  
Recorded July 6th 1892  
Register of Deeds