

## MORTGAGE RECORD

F. T. Foley, Book &amp; Note Manufacturer, Law Center, Kans.

This Indenture, Made this Eighteenth day of October in the year of our Lord one thousand eight hundred and eighty Eight between William R. 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, has sold and by these presents does 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 North East quarter of Section Twenty Nine (29) Township Twelve (12) Range Eighteen (18)

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said William R. 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 William R. 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 making such sale on demand to the said William R. Anderson or his heirs and assigns.

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

Signed and delivered in presence of

J. C. Vincent

W. R. Anderson (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 18th day of October, A. D. 1888, before me, J. C. Vincent Justice of the Peace, a Notary Public in and for said County and State, came William R. 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 3 o'clock P. M.

J. C. Vincent Justice of the Peace

James Brooks Register of Deeds.

The following is intended as the original instrument  
#3500— Savings Bank, July 6, 1892— Received of W. R. Anderson the within named mortgage  
Recorded July 10, 1892 Brooks  
Register of Deeds

The following is intended as the original instrument  
\$100. Received of the above named mortgagor the sum of One Hundred Dollars  
in full satisfaction of the within mortgage.  
J. C. Vincent  
Notary Public  
Recorded Oct 19, 1892 at 3 o'clock P. M.  
James Brooks  
Register of Deeds