73 MORTGAGE-RECORD This Indenture, Made this _____ day of _____ in the year of our Lord one thousand eight hundred and eighty Mine-John M. anderson an unmassied ma of _ Scompton____ in the County of __ Alonglas____ and State of Alancas of the second part. Wilnesselk, That the said part y_of the first part in consideration of the sum of = One thundred _____ (100) _____ DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, ha S_sold and by these presents do 22 grant, bargain, sell and mortgage to the said partyof which is nereby acknowledge, na sound by these presents to 22 grant, dargan, sen and more and nor gage to the said part for of the second part his ______here 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 Eact Juantes of Lection No Duenity french of in Downschip Northwelne (12) houth of Range No. Eighteen (5) Eact of the bill P. M. Kansas containing 160 acres______ with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said Sund and economic and the said your durder covenant and agree that at the delivery hereof he count 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-Dreshundred Dollars Pace the terms of one certain <u>Role</u> this day exceeded and derivered by the said Solar & Anderson the second part of the second 2-8 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 1/2 of the second part 1/2 exercises, administrators and assigns, at any time thereafter, to sell the premises hereby granted, of any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the part 1/2 of the second part the costs and charges of making such asies, and the overplus, if any there be, shall be paid by the party_making such asies, and the overplus, if any there be, shall be paid by the party_making such sale on demand to the said John & Andersson has a heirs and assigns. (In Witness Whereof, The said part 4-of the first part, ha S. hereunto set had hand and seal the day and year first above written. John I. andercon (SEAL.) Signed and delivered in presence of J. S. Ctele (SEAL.) (SEAL.) _(SEAL.) STATE OF KANSAS. SS. County of Douglas Be it Remembered, That on this - 23 - day of = January=, A. D. 1884 , before me, a Notary Public in and for said County and State, came John Manderson an unmarried ma 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 June 17 1890. S. A. Stell______ Recorded Jan _____ A. D. 1889, at ____ o'clock ___ M. Notary Public. ames Broke