

## MORTGAGE RECORD

P. 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

This Indenture, Made this 16<sup>th</sup> day of September in the year of our Lord one thousand eight hundred and eighty nine between J. Henry Anderson, unmarried and Andrew Anderson and Hannah P. Anderson of Kansas in the County of Douglas and State of Kansas of the first part, and W. C. Beardsley of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of seventy hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said party 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: Lot No. One hundred and thirty six (136) on Louisiana Street in the City of Lawrence, being the homestead of the said parties of the first part

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 seventy hundred Dollars in five years on this date one certain promissory note this day executed and delivered by the said parties of the first part to the said party of the second part: with interest from date to maturity as evidenced by coupons thereto attached, and interest after maturity or default at the rate of ten per cent per annum.

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 party 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 surplus, if any there be, shall be paid by the party making such sale on demand to the said parties of the first part their heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

J. Henry Anderson (SEAL.)  
Andrew Anderson (SEAL.)  
Hannah P. Anderson (SEAL.)  
(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 16<sup>th</sup> day of September, A. D. 1892, before me, Wm. J. Sinclair, a Notary Public in and for said County and State, came J. Henry Anderson, unmarried and Andrew Anderson and Hannah P. Anderson his wife to me personally known to be the same persons 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 Sept. 13 - 1892. Wm. J. Sinclair Notary Public.  
Recorded Sept 17 A. D. 1892, at 5<sup>55</sup> o'clock P. M.

James Brooks Register of Deeds.

The following is endorsed on the Original Mortgage:

"The notes herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged."

Witness my hand this first day of October, A. D. 1892.

W. C. Beardsley.

W. C. Beardsley, Notary Public for Douglas County, Kansas.

The following is endorsed on the original instrument:  
The note herein described having been paid in full, the mortgage is hereby released, and the lien thereby created discharged. As witness my hand this 17th day of September, 1892.

Recorded Sept. 17 - 1892

Wm. J. Sinclair Notary Public.

Charles H. Hays Register of Deeds.