

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 5th day of July in the year of our Lord one thousand eight hundred and ninety two between J. T. Anderson of Clinton in the County of Douglas and State of Kansas of the first part, and Mrs Maggie A. Woodward of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of (\$412.87) Four Hundred and twelve $\frac{87}{100}$ DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do he grant, bargain, sell and mortgage to the said party of the second part her 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: South half (1/2) of North East (N. E.) Quarter (1/4) Section thirty three (33) Town thirteen (13) Range Eighteen (18) in Douglas County Kansas.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said J. T. Anderson do he hereby covenant and agree that at the delivery hereof he is 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 Except a Mortgage of \$1200.00 Twelve Hundred to Edward L. Brown

This grant is intended as a 2^d Mortgage to secure the payment of the sum of \$412.87 according to the terms of 1st certain Promissory Note this day executed and delivered by the said J. T. Anderson to the said party of the second part: Payable twelve months after date with interest at 10 per cent annually

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 her 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 party of the second part her 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 party making such sale on demand to the said J. T. Anderson or his heirs and assigns.

In Witness Whereof, The said party 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. M. BullockJ. T. Anderson

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 5th day of July, A. D. 1892, before me J. M. Bullock, a Notary Public in and for said County and State, came J. T. 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 June 9th 1895Recorded June 21 A. D. 1893, at 5 o'clock P. M.J. M. Bullock

Notary Public

James Brooks
Register of Deeds

The following is sworn on original instrument
In consideration of full pay-
ment of the within mortgage
I hereby release the same this
27th day of June 1893

Recorded June 27, 1893 at 7 o'clock P.M. Maggie A. Woodward
James Brooks Register of Deeds