

This Indenture, Made this 17th day of February in the year of our Lord one thousand eight hundred and ninety 1896 between M.A. Anderson an married man of Lawrence Township in the County of Douglas and State of Kansas of the first part, and R.T. Richards of the second part,

Witnesseth, That the said part y of the first part in consideration of the sum of Eight hundred and thirty six DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do he 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 East 1/2 of E 1/2 of South-East 1/4 of South East 1/4 of Section 11 Township 12, and Range 13 and the West 1/2 of the South East 1/4 of Section 23 Township 12 and Range 13 and the West 1/2 of the North West 1/4 of the North East 1/4 of section 26, Township 12, and Range 13.

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said M.A. 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 save one mortgage of \$1000.00 given to Wilder Q. Motzfeld dated Jan - 1896

This grant is intended as a Mortgage to secure the payment of the sum of Eight Hundred and thirty six Dollars according to the terms of A certain Promissory this day executed and delivered by the said M.A. Anderson to the said part y of the second part: W. R. T. Richards

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 of the second part 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 for 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 M.A. Anderson, his heirs and assigns.

In Witness Whereof, The said part y of the first part, ha ve hereunto set his hand and seal the day and year first above written. M.A. Anderson (SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 17th day of February, A. D. 1896, before me, Minne M. Davis, a Notary Public in and for said County and State, came M.A. Anderson

LB

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 allixed my official seal on the day and year last above written.

My commission expires Nov-20-1899 Minne M. Davis Notary Public.
Recorded - February - 17 - A. D. 1896 at 2:50 o'clock P. M.

James Brooks Register of Deeds.

The following is endorsed on the original instrument
The note herein described having been paid in full this mortgage
is hereby released, and the lien thereby created discharged
as Witness my hand and this 4th day of April A.D. 1898
R.T. Richards
Recorded April 4th 1898. L.H. Harmon
Register of Deeds