

This Indenture, Made this Twenty eighth day of March in the year of our Lord one thousand eight hundred and ninety two between D. H. Anderson and Mary J. Anderson wife of Leompton in the County of Douglas and State of Kansas of the first part, and Cornelia Curtis of the second part,

**Witnesseth,** That the said part of the first part in consideration of the sum of One hundred and fifty DOLLARS, to be duly paid, the receipt of which is hereby acknowledged, has 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: The South East Quarter (1/4) of Section Twenty (20) Township Twenty (20) Range Eighteen (18)

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said D. H. Anderson and Mary J. Anderson do hereby covenant and agree that at the delivery hereof they are the lawful owner<sup>s</sup> of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances Excepting one Mortgage of fifteen hundred Dollars

This grant is intended as a Mortgage to secure the payment of the sum of One hundred and fifty Dollars according to the terms of One certain Note this day executed and delivered by the said D. H. Anderson and Mary J. Anderson to the said party of the second part: his heirs or assigns

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 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 party making such sale on demand to the said D. H. Anderson heirs and assigns.

**In Witness Whereof,** The said part of the first part, has hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

John M. Newlin

D. H. Anderson (SEAL.)

Mary J. Anderson (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 30 day of March, A. D. 1892, before me, John M. Newlin, a Notary Public in and for said County and State, came D. H. Anderson and Mary J. 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 April 28 1899

Recorded March 30 A. D. 1892, at 4:50 o'clock P. M.

John M. Newlin

Notary Public.

Janna Brooks  
Register of Deeds.

The following is indorsed on the original instrument:  
The note herein described having been paid in full this mortgage is hereby released and the very chain by which it was discharged as witness my hand this 16th day of March A. D. 1899  
Cornelia Curtis

By Lawrence H. Newlin Attorney at Law for Cornelia Curtis

Recorded March 16th 1899  
W. H. Foxworth Register of Deeds.