

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this thirch day of March in the year of our Lord one thousand eight hundred and ninety sevens between Gustof Anderson and Ellen C. Anderson, his wife of Clinton in the County of Douglas and State of Kansas of the first part, and William E. Martin of the second part.

Witnesseth, That the said part of of the first part in consideration of the sum of Four 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: the North West Quarter of North East Quarter of Section No. Thirty three (33) Also the West Ten (10) Acres of the South One Hundred and Eighteen (118) Acres of the South East Quarter of Section No. Twenty Eight (28) All in Township No. Thirteen (13) South of Range No. Eighteen (18) East of the 1<sup>st</sup> P. M. Containing in the aggregate fifty (50) Acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said Gustof Anderson and Ellen C. Anderson 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 Four Hundred Dollars according to the terms of One certain Note this day executed and delivered by the said Gustof Anderson and Ellen C. Anderson to the said party of the second part: Payable in two years according to one Note and four coupons attached to note

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 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 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 Gustof Anderson, his 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

Gustof Anderson (SEAL.)  
Ellen C. Anderson (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS,  
County of Douglas } ss.

Be it Remembered, That on this 3 day of March, A. D. 1897, before me, S. S. Steele, a Notary Public in and for said County and State, came Gustof Anderson, and Ellen C. 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 June 18, 1898 S. S. Steele Notary Public.  
Recorded March 8 A. D. 1897, at 3 o'clock P. M.

James Brooke  
Register of Deeds.

The following is a true and correct copy of the original instrument  
The note herein described having been paid in full this mortgage  
is hereby released and the lien thereby created is discharged  
As Witness my hand this 3<sup>rd</sup> day of March A.D. 1897,  
William E. Martin

Recorded April 4<sup>th</sup> 1897  
W. E. Martin Register of Deeds

(S.S.)