

**This Indenture**, Made this 12th day of August in the year of our Lord one thousand eight hundred and ninety seven between Andrew Anderson and Margaret Anderson, his wife of Leavenworth in the County of Jefferson and State of Kansas of the first part, and Philip Selig of Leavenworth, Kansas of the second part.

**Witnesseth**, That the said parties of the first part in consideration of the sum of Four Hundred and Sixty Six DOLLARS, to them 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: Sets Nos. Two hundred and Six (210) Two hundred and Twelve (212) and Two hundred and Fourteen (214) on Elm Street in Block No. Four (4) in North Leavenworth, in the City of Leavenworth.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Andrew Anderson and Margaret 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 and Sixty Six Dollars according to the terms of Two certain Notes this day executed and delivered by the said Andrew Anderson to the said party of the second part: part \$2.33 in one year from date and 2.33 in two years from date with interest at seven percent from date until paid. Said \$4.66 being balance of the purchase money now due on said premises 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 Andrew Anderson, his heirs and assigns.

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

Signed and delivered in presence of  
S. A. Steele  
Andrew Anderson (SEAL.)  
Maggie Anderson (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

**Be it Remembered**, That on this 12 day of August, A. D. 1897, before me, S. A. Steele, a Notary Public in and for said County and State, came Andrew Anderson and Maggie 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 15, 1898  
Recorded Aug 13 A. D. 1897, at 3:15 o'clock P.M.

S. A. Steele Notary Public.  
James Brooks Register of Deeds.

*The following was indorsed on the original instrument*  
*The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged.*  
*At Witness my hand this 20th day of February A.D. 1899*

*Philip Selig*

*Richard March 1st 1899*  
*G. D. Swanson*  
*Register of Deeds*  
*By H. C. Fisher, Deputy.*