

This Indenture, Made this 29<sup>th</sup> day of March in the year of our Lord one thousand eight hundred and ninety nine between David Anderson and Mary Anderson, his wife of Kanraha in the County of Douglas and State of Kansas of the first part, and Henry Muffer of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Fourteen 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 Section Twenty-six (26) Township Twelve (12) Range eighteen (18) Containing one hundred and sixty acres, more or less.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein, And the said David Anderson and Mary Anderson his wife do hereby covenant and agree that at the delivery hereof they are 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.

This grant is intended as a Mortgage to secure the payment of the sum of Fourteen hundred Dollars according to the terms of One certain Promissory note this day executed and delivered by the said parties of the first part to the said party of the second part: And it is mutually agreed between the parties, that payment may be made on this mortgage, at the convenience of the parties of the first part, in payments of not less than one hundred dollars, 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 David Anderson and Mary his wife, their 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.

J. C. Vincent  
STATE OF KANSAS,  
County of Douglas } SS.

David Anderson (SEAL)  
Mary Anderson (SEAL)  
(SEAL)  
(SEAL)

Be it Remembered, That on this 29 day of March, A. D. 1897, before me, J. C. Vincent, a Notary Public in and for said county and State, came David Anderson and Mary Anderson his wife 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 Nov. 11, 1903 J. C. Vincent Notary Public.  
Recorded March 31 A. D. 1897, at 11:30 o'clock P. M.

G. B. Foxman  
Register of Deeds.

(Referenced See Book 39 Page 409)

L.S.

Rev. Muffer  
29<sup>th</sup> day.

The following is enclosed on original instrument.