

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Sixth day of December in the year of our Lord one thousand eight hundred and ninety nine between David H. Anderson and Mary J. Anderson (wife) of Kansas in the County of Douglas and State of Kansas of the first part, and William Henry of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One 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 (4) of section Twenty six (26) Township Twelve (12) Range Eighteen (18).

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said David H. Anderson and Mary J. 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 excepting one mortgage of fourteen hundred dollars

This grant is intended as a Mortgage to secure the payment of the sum of One hundred dollars

according to the terms of One certain Note this day executed and delivered by the said David H. 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 party 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 cost and charges for making such sales, and the overplus, if any there be, shall be paid by the party of the second part making such sale on demand to the said David H. Anderson, his heirs and assigns.

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

Sealed
Signed and delivered in presence of

STATE OF KANSAS,
County of Douglas } SS.

Be it Remembered, That on this 6 day of December, A. D. 1897, before me, John M. Newlin, a Notary Public in and for said county and State, came David 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 13 1903
Recorded December 15 A. D. 1897, at 2 o'clock P. M.

John M. Newlin
Notary Public
H. A. Newman
Register of Deeds.

The following is endorsed on original instrument:
The note hereto described having been paid in full this mortgage is hereby released, and the lien hereby created, discharged.
At witness my hand this 26th day of April A.D. 1903.
William Henry

Recorded April 25th 1903.
A.W. Armstrong
Register of Deeds
By Jule Foreman
Deputy.