

This Indenture, Made this Tenth day of January in the year of our Lord one thousand ^{nine}~~eight~~ hundred and ~~ninety~~^{one} between David H. Anderson and Mary Jane Anderson of Kanawaka in the County of Douglas and State of Kansas of the first part, and Emma N. Cummings of the second part,

Witnesseth, That the said part ~~is~~^{of} the first part in consideration of the sum of One hundred sixty two & 50/100 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 her 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 (1/4) 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 part ~~is~~^{of} the first part therein. And the said David H. Anderson and Mary Jane 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 except 1 mortgage for \$400 dated Mch. 29, due in 1 yr. to Henry Wuffer and 1 mortgage for \$100 about Dec 10/99 due in 1 yr. to William Henry

This grant is intended as a Mortgage to secure the payment of the sum of One hundred sixty two Dollars and fifty one hundredths dollars according to the terms of one certain promissory note this day executed and delivered by the said David H. Anderson and Mary Jane Anderson to the said party of the second part: Said mortgage is given subject to the above two mortgages for \$400 and \$100

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 her 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 her 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 parties of the first part, 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.

Signed and delivered in presence of

David H. Anderson (SEAL)
Mary J. Anderson (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 15 day of January, A. D. 1900, before me, A. V. Sharpe, a Notary Public in and for said county and State, came David H. Anderson and Mary J. Anderson, Per. to 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 Oct. 1st 1900
Recorded January 15 A. D. 1900, at 1⁵⁵ o'clock P.M.
A. V. Sharpe Notary Public
L. D. Doxman Register of Deeds

The following is endorsed on original instrument
The note heretofore described having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged.
As Witness my hand this 25th day of April A. D. 1903.
Emma N. Cummings

Attest
John M. Newlin

Recorded April 25th 1903
W. Armstrong
Register of Deeds
By J. W. Lawrence
Deputy

