

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Twenty first day of March in the year of our Lord one thousand eight hundred and ninety Twenty hundred, between M. A. Anderson (unmarried) of Decumpton in the County of Douglas and State of Kansas of the first part, and H. B. Cleveland of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Twenty five hundred (\$2500.00) DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, ha A sold and by these presents does 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 southwest quarter (1/4) of section twenty three (23) Township Twelve (12) Range eighteen (18)

{Rev. Stamps 75c}

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said M. A. Anderson do es hereby covenant and agree that at the delivery hereof he is 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 Twenty five hundred (\$2500.00) Dollars according to the terms of One certain Note and Ten Coupons this day executed and delivered by the said M. A. Anderson to the said party of the second part: his heirs and 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 part 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 making such sale on demand to the said M. A. Anderson his heirs and assigns.

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

Sealed
Signed and delivered in presence of

J. H. Newlin

M. A. Anderson (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this 20th day of April, A. D. 1890, before me, John M. Newlin, a Notary Public in and for said county and State, came M. A. 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 April 20 A. D. 1900, at 4¹⁰ o'clock P. M.

John M. Newlin
Notary Public.

W. B. Soxman
Register of Deeds.

The following is indorsed on the original instrument:
The Note herein described having been paid in full
this mortgage is hereby released and the lien thereon
created is charged. My witness my hand this 1st day of June A.D. 1900.
The State Bank of Decumpton, Mo.
(Seal) John B. Wagner, Cashier.
(For Assignment See Newlin Book 44 Page 12.)

Recorded June 5th 1900,
A. W. Armstrong,
Register of Deeds.