

MORTGAGE RECORD No. 38.

MORTGAGE Standard Form. SAME DODSWORTH BOOK CO., LEAVESWORTH, KAN.

This Indenture, Made this Fifth day of April in the year of our Lord, one thousand Nineteen hundred and two, between George A. Anderson and Maggie J. Anderson, his wife, of the Township Douglas of Kanawaka in the County of Douglas and State of Kansas, of the first part, and S. M. Robinson

of the second part:

Witnesseth, That the said part is of the first part, in consideration of the sum of Two Thousand 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 part if 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-two (22) in Township Twelve (12) of Range eighteen (18) in Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said parties of the first part 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 Two Thousand Dollars according to the terms of one certain Mortgage note this day executed and delivered by the said parties of the first part to the said part if of the second part

Payable five years after date to order of party of second part with interest thereon according to the terms of said note and coupons thereto attached.

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 part if 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; 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 of making such sales, and the overplus, if any there be, shall be paid by the part if making such sale, on demand, to the said parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said part is of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Hugh Blair

George A. Anderson (SEAL)

Maggie J. Anderson (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, }
County of Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 5th day of April A. D. 1902, before me

Hugh Blair a Notary Public in and for said County and State, came

George A. Anderson and Maggie J. 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 subscribed my name set my hand and affixed my official seal on the day and year last above

written:

My Commission Expires 28th Decr. 1905

Hugh Blair

Notary Public

Filed for Record the 5th day of April A. D. 1902, at 1³⁰ o'clock P.M.

W. J. Lawrence

Register of Deeds

This following is endorsed on the original instrument)

These notes herein described having been paid in full, this receipt is hereby released and the same may be destroyed. As witness my hand and seal this 10th day of March A. D. 1902.

W. J. Lawrence & Son
By J. B. Whipple Clerk

Recorded Dec 10 A 1905
W. J. Lawrence
Register of Deeds
Geo. B. Wright, Jr.
(Assigned See Book 33 Page 457)

(For Assignment See Book 39 Page 680)