

## MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOHNSON &amp; CO., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 23<sup>rd</sup> day of December in the year of our Lord, Nineteen hundred and four, between George W. Anderson and Maggie J. Anderson his wife of the Township of Kansas in the County of Douglas and State of Kansas, of the first part, and

Hugh Blair of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of

Five 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 (14) of Section twenty two (22) and the North East quarter (14) of Section twenty eight (28) all in Township Number twelve (12) of Range Number eighteen (18) in said County and State containing 320 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 parties of the first part 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 inalienable 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

Five hundred Dollars

according to the terms of One certain Note this day executed

and delivered by the said parties of the first part to the said party of the second part payable two years after date 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 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; 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 of making such sales, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said parties of the first part, heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of

Jennie Walt

Geo. W. Anderson (SEAL.)

Maggie J. Anderson (SEAL.)

(SEAL.)

STATE OF KANSAS,

Douglas

BE IT REMEMBERED, That on this 23<sup>rd</sup> day of Dec A. D. 1904, before me

Jennie Walt

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

George W. Anderson and Maggie J. Anderson his 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 subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires 30 Nov 1905

Jennie Walt

Notary Public.

Filed for Record the 11<sup>th</sup> day of Jan A. D. 1905, at 2<sup>10</sup> o'clock P. M.

C. W. Armstrong Register of Deeds.

Deputy.

In consideration of full payment of the within mortgage I hereby release the same this 28<sup>th</sup> day of March 1905

Albert L. Lawrence  
Hoyt L. Lawrence  
Register of Deeds

