

## MORTGAGE RECORD No. 43.

MORTGAGE STANDARD FORM, JOINTLY CO. PRINTED, UNDER THE DIRECTORSHIP OF THE KANSAS REAL ESTATE BOARD.

This Indenture, Made this Twenty-ninth day of June in the year of our Lord, thirteen hundred and Six, between Mary E. Anderson, formerly Mary E. Cropper, and Ben Anderson, her husband of Lawrence in the County of \_\_\_\_\_ and State of Kansas, of the first part, and \_\_\_\_\_ of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Three Hundred (\$300.) 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 y. 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:

Commencing at a point Four Hundred and Seven and 5/100 (407.05) feet South of the South East corner of Lot No. Nine (9) in Block No. Four (4), of Babcock's Addition to the City of Lawrence, thence running due West One Hundred & Seventeen (117) feet, thence due South fifty (50) feet, thence due East One Hundred and Seventeen (117) feet, thence due North fifty (50) feet to place of beginning. Parties of the first part hereby agree to maintain insurance of \$1,000. on the buildings now or here to be erected on said premises during the existence of this loan.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Mary E. Anderson and Ben Anderson 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 and that they will warrant & defend the same in the quiet and peaceable possession of said second party, his heirs or assigns forever against all persons lawfully claiming. This Grant is intended as a Mortgage to secure the payment of the sum of Three Hundred Dollars

according to the terms of one certain mortgage made this day executed \_\_\_\_\_ and delivered by the said parties of the first part to the said part y. of the second part due in five years from date with interest from date to maturity as evidenced by coupons attached hereto, and interest after maturity or default at the rate of ten per cent per annum until fully paid in cash or by Sheriff's Deed to above described property. 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 y. 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 part y. making such sale, on demand, to 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, Sealed and Delivered in Presence of

Mary E. Anderson [SEAL]  
[SEAL]  
Ben Anderson [SEAL]

STATE OF KANSAS,

County of Douglas ss.

BE IT REMEMBERED, That on this 29 day of June A. D. 1906, before me the undersigned \_\_\_\_\_ a Notary Public in and for said County and State, came Mary E. Anderson, formerly Mary E. Cropper, and Ben Anderson, her husband 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 and affixed my official seal on the day and year last above written.

My Commission Expires Dec. 29 - 1907

Joseph E. Rypis  
Notary Public.

Filed for Record the June day of 29 A. D. 1906, at 1:00 o'clock P. M.

William Thompson Register of Deeds.  
By Eric C. Armstrong Deputy.

Grs. Assignment Del. Recd. 51 Aug. 11.08

In consideration of full payment of the within mortgage I hereby release the same this

E. Ben. Anderson