

MORTGAGE RECORD No. 43.

457

MORTGAGE Standard Form - Locust St. Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 13th day of July in the year of our Lord, 1907, between George A. Anderson & Maggie J. Anderson, his wife, of the Township of Kanawha in the County of Douglas and State of Kansas, of the first part, and Hugh Blair of the second part;

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Seven hundred and fifty Dollars, to him 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 2nd 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 1/4 of Section Twenty two (22) in Township Twelve (12) of Range Eighteen (18) in said County and State.

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 Seven hundred & Fifty 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 part 2nd of the second part payable two and a half years after date to order of Party of second part

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 2nd 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 2nd making such sale, on demand, to said Parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said part 2nd 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
Jennie Watt George A. Anderson [SEAL]
Maggie J. Anderson [SEAL]

STATE OF KANSAS,
Douglas County ss.

BE IT REMEMBERED, That on this 13th day of July A. D. 1907, before me Jennie Watt 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 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-Mch-1908 Jennie Watt Notary Public.

Filed for Record the 15 day of July A. D. 1907, at 2⁵⁶ o'clock A. M.
W. C. Armstrong Register of Deeds.
By Elmer E. Brown Deputy.

This following is endorsed on the original instrument:
Therein herein described having been paid in full this mortgage is hereby released and the same is hereby created discharged. As witness my hand this 13th day of July 1907.

Hugh Blair

Recorded Dec. 10th 1908
Hoyt Lawrence
Geo. C. Hayt