

MORTGAGE RECORD No. 45.

MORTGAGE STANDARD FORM. Gazette Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this nineteenth day of February in the year of our Lord one thousand nine hundred and nine between William Keller and Annie Keller, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Andrew J. Anderson and Margaret J. Anderson, his wife of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One 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 party of the second part their 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 south west quarter of section twenty-two (22) township twelve (12) range nine (9) less the following described tract, viz: Beginning at the south west corner of said quarter section, thence spit on the south boundary 24 1/2 chains to a stake in the center of public road bearing north and west, thence in south of said road N. 15 1/2° W. 6 1/2 chains; thence N. 36° W. 1 1/2 chains; thence N. 26 1/2° W. 3 1/2 chains; thence N. 44 1/2° W. 7 1/2 chains; thence N. 72 1/2° W. 6 1/2 chains; thence N. 12 1/2° W. 3 1/2 chains; thence N. 37 1/2° W. 3 1/2 chains; thence N. 51 1/2° W. 5 1/2 chains, to the west boundary of the quarter section; thence south on section 33 chains to place of beginning.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said William Keller & Annie Keller 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 indefeasible estate of inheritance therein, free and clear of all incumbrances

except a mortgage of \$35.00 of even date herewith.

This Grant is intended as a Mortgage to secure the payment of the sum of One Thousand Dollars

according to the terms of one certain note this day executed and delivered by the said William Keller and Annie Keller to the said parties of the 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 parties of the second part, their 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 William Keller & Annie Keller, 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

William Keller. [SEAL]

Annie Keller. [SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 19th day of February A. D. 1909, before me,

Eva L. Neville a Notary Public in and for said County and State, came

William Keller and Annie Keller

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 October 14 1911

Eva L. Neville

Notary Public.

Filed for Record the 19th day of Feb. A. D. 1909, at 2³⁰ o'clock P. M.

Floyd L. Lawrence Register of Deeds.

Deputy.

The following is endorsed on the original instrument:
Whereas herein described having been paid in full, this mortgage is hereby released and the same hereby discharged. As witness my hand this 31st day of July, A. D. 1911.

Recorded Aug 4 1913

Floyd Lawrence
F. M. Cammell, Deputy.

This mortgage is hereby released and the same hereby discharged.

Recorded Aug 8 1913