

MORTGAGE RECORD.

This Indenture, Made this First day of April in the year of our Lord one thousand nine hundred & twelve, between James H. Anderson and Jane E. Anderson, his wife of Douglas County and State of Kansas, of the first part, and E. G. Woodward and Ethel B. Woodward of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Thirty Three Hundred & 00/100 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 parties 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 East One Hundred (100) Acres of the North East Quarter (1/4) of Section Thirty four (34) also the West Half (1/2) of the North West Quarter (1/4) of Section Thirty Five (35) all in Township Thirteen (13) Range Eighteen (18)

with the appurtenances, and all the estate, title and interest of the said part less of the first part therein. And the said parties of the first part hereby covenant and agree that at the delivery hereof they 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 and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Thirty Three Hundred & 00/100 DOLLARS, according to the terms of one certain promissory note... this day executed by the said parties of the first part

to the said part less of the second part; said note being given for the sum of Thirty Three Hundred & 00/100 DOLLARS, dated April 1st 1912 due and payable in Five year 5 from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 5 coupons of 1.78 dollars each, thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises

insured in favor of the said mortgagee, in the sum of One thousand & 00/100 DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the part less of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall, from the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof or interest thereon or the taxes assessed on said premises or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part less of the second part, and all sums paid by the part less of the second part for executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisal hereby waived or not at the option of the part less of the second part, their executors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part less making such sale, on demand to the said parties of the first part less heirs and assigns.

IN TESTIMONY WHEREOF, The said part less of the first part have hereunto set their hand and seal the day and year last above written. Signed, sealed and delivered in presence of

James H. Anderson [SEAL]
Jane E. Anderson [SEAL]

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 1st day of April A. D. 1912, before me,



the undersigned Notary Public in and for said County and State, came James H. Anderson and Jane E. Anderson, his wife to me personally known to be the same persons who executed the foregoing instrument of writing 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 January 26th 1914 F. J. Kelly Notary Public.

Filed for Record on the 1 day of April A. D. 1912 at 4:30 o'clock P. M.
Floyd L. Lawrence Register of Deeds.
Deputy.

In compliance of subpart 1 of the Uniform Mortgage Act hereby release this same this 1st day of April 1912
E. G. Woodward and Ethel B. Woodward

ATTEST:

Ethel B. Woodward

Standard Form

Coupon Form

The following is enclosed on the...