

Mortgage Record No. 52.

This Indenture, Made this First day of December in the year of our Lord Nineteen hundred & Twelve, between J. H. Anderson & Nellie Anderson of Lawrence in the County of Douglas and State of Kansas, of the first part, and G. L. Eddy of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Four thousand (\$4000.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have made sold, and by these presents do grant, bargain, sell and mortgage to the said part 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 in the west line & fifty three & one third (53 1/3) rods south of the N.W. cor. of the N.E. quarter of Section No. Six (6) in Twp. No. Thirteen (13) South of Range No. twenty (20) E of the sixth (6) Principal Meridian; thence South twenty two & two thirds (22 2/3) rods; thence east thirty eight (38) rods; thence North twenty two & two thirds (22 2/3) rods; thence West thirty eight (38) rods to the beginning all in Douglas Co. Kansas.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said J. H. Anderson & Nellie Anderson do hereby covenant and agree that at the delivery hereof they are the lawful owner s of the premises, have 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 \$4000.00 according to the terms of a certain note this day executed and delivered by the said Parties of the first part to the said part 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 part 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 of making such sale, on demand, to said J. H. Anderson his heirs and assigns.

IN WITNESS WHEREOF, The said part of the first part has set herunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

J. H. Anderson (SEAL)
Nellie Anderson (SEAL)
(SEAL)

STATE OF KANSAS,
Douglas County } ss.

BE IT REMEMBERED, That on this 1st day of December A. D. 1912 before me, G. L. Eddy a Notary Public in and for said County and State, came J. H. Anderson & Nellie Anderson his wife to me personally known to be the same person s who executed the foregoing instrument and duly acknowledged the execution of the same.

In Witness Whereof, I have herunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires March 5 1916 G. L. Eddy Notary Public.

Filed for Record the 7 day of May A. D. 1913, at 5 o'clock P. M.
Gloyd L. Lawrence Register of Deeds.
Deputy.

This Indenture is intended as a mortgage to secure the payment of the sum of \$4000.00. The parties herein described having been paid in full the sum of \$4000.00. As witness my hand this 28th day of May, A. D. 1913.

Recorded March 28, 1914.
Epithel. J. Lawrence

This Indenture is intended as a mortgage to secure the payment of the sum of \$4000.00. The parties herein described having been paid in full the sum of \$4000.00. As witness my hand this 28th day of May, A. D. 1913.

Recorded Aug 12, 1914.
G. L. Eddy