

Mortgage Record No. 52.

This Indenture, Made this Tenth day of March in the year of our Lord 1914, between Ben Anderson & Lizzie Anderson, his wife of Douglas County, Kansas, of the first part, and Henry Manwaring, Charles H. Manwaring & John Manwaring, all of the same County & State of the second part: Nine 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 part us 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 North East Quarter of Section No. Thirty Three (33) Excepting the East half of the North-east quarter thereof, in Township No. Twelve (12) of Range No. Nineteen (19) containing 146 acres more or less

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Ben Anderson does hereby covenant and agree that at the delivery hereof he is 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.

Nine thousand dollars This Grant is intended as a Mortgage to secure the payment of the sum of according to the terms of One certain Coupon Note this day executed and delivered by the said Ben Anderson & Lizzie Anderson to the said parties of the second part due and payable five years after date with interest at the rate of six per cent per annum payable Annually, 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 us 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 parties making such sale, on demand, to said Ben Anderson, his heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Ben Anderson (SEAL)
Lizzie Anderson (SEAL)

STATE OF KANSAS,
Douglas County } ss.

BE IT REMEMBERED, That on this 10th day of March A. D. 1914 before me, Joseph E. Rigg a Notary Public in and for said County and State, came Ben Anderson & Lizzie 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 hereunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires March 30 1917

Joseph E. Rigg Notary Public.

Filed for Record the 10th day of March A. D. 1914, at 2:00 o'clock P.M.

Joseph Lawrence Register of Deeds.
Geo. C. Mottel Deputy.

For Release See Book 57 Page 212