

## Mortgage Record No. 52.

This Indenture, Made this 10th day of February in the year of our Lord 1914, between Ben Anderson & Mary E. Anderson and Charles Robert Anderson, deceased, the said Ben Anderson and Charles R. Anderson being the heirs of Ben R. Anderson, deceased of Douglas County, Kansas and State of Kansas of the first part, and H. J. Sinclair of the second part: WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Four Hundred (\$400.) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have well sold, and by these presents do grant, bargain, sell and mortgage to the said part 2d 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:

Lot No. Thirteen (13), in Block No. Twenty-three (23), of Sinclair's Addition to the City of Lawrence, being the homestead of said parties of the first part, who agree to maintain insurance of not less than \$400, against loss by Fire or Tornado, for the benefit of said party of the second part, his heirs or assigns, during the existence of this loan.

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, and that they will warrant and defend the same in the quiet & peaceable possession of said second party, his heirs and assigns forever, against all persons lawfully claiming the same.

This Grant is intended as a Mortgage to secure the payment of the sum of Four Hundred Dollars according to the terms of One certain Mortgage Note this day executed and delivered by the said parties of the first part to the said part 2d of the second part two years from date, with interest from date to maturity as evidenced by coupons attached thereto, payable after maturity or default at rate of 10% per annum until fully paid in cash or Sheriff's sale, 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 2d 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 2d making such sale, on demand, to said parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st 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

Ben Anderson (SEAL)  
M. E. Anderson (SEAL)  
Chas. R. Anderson (SEAL)

STATE OF KANSAS,  
Douglas County } ss.

BE IT REMEMBERED, That on this 10th day of March A. D. 1914, before me, the undersigned a Notary Public in and for said County and State, came Ben Anderson & Mary E. Anderson, his wife & Charles R. Anderson, the heirs of Ben R. Anderson, deceased to me personally known to be the same person 8 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 30th 1917 Joseph E. Rigg Notary Public.

Filed for Record the 11th day of March A. D. 1914, at 9:15 o'clock A. M.  
Phyllis Lawrence Register of Deeds.  
Bo. C. Nitzel Deputy.

This mortgage is subject to the mortgage of the first part, and the same is hereby acknowledged and the same is hereby acknowledged and the same is hereby acknowledged.

Recorded Dec 8th 1915  
Phyllis Lawrence  
Not. P. Nitzel  
For Assignment of Book 54, Page 146