

## Mortgage Record No. 52.

This Indenture, Made this Twelfth day of February in the year of our Lord Thirteen Hundred & fourteen, between Ben Anderson & Mary E. Anderson & Charles Robert Anderson, unmarried, being heirs at law of R. H. Anderson, dec'd. of Lawrence in the County of Douglas and State of Kansas, of the first part, and Wm. P. Sinclair of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Forty (\$40) 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 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), in Sinclair's Addition to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties 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. Subject to a mortgage of \$400, given to R. H. Anderson, given to Wm. P. Sinclair

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

Forty (\$40) Dollars according to the terms of one certain Mortgage this day executed

and delivered by the said parties of the first part to the said party of the second part payable as follows: Four Dollars on the 10th day of February and August

in each year, until said sum of \$40, and interest shall be fully paid 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 party 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 party making such sale, on demand, to said

parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal of 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,

Theron Desjardins a Notary Public in and for said County and State, came Ben Anderson & Mary E. Anderson, his wife & Charles R. Anderson, unmarried, being heirs of R. H. Anderson, dec'd. to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My Commission Expires March 30 1917

Joseph E. Riggs Notary Public.

Filed for Record the 12th day of March A. D. 1914, at 11:50 o'clock A. M.

Ray L. Lawrence Register of Deeds.

Geo. B. Wright Deputy.

The note herein described is subject to the official and business record of the County Clerk of Lawrence, Kansas, and is hereby released and the same hereby created and charged. As witness my hand and seal this 10th day of March, A. D. 1914.

Recorded Rec 9th 1914  
Placed in Lawrence  
Geo. B. Wright

For assignment see Book 54, Page 140