

## Mortgage Record No. 52.

This Indenture, Made this Fifth day of May in the year of our Lord nineteen hundred and fourteen. (1914), between Edwin Anderson and Anna Anderson, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and H. R. Carter of the second part: WITNESSETH, That the said part ies of the first part, in consideration of the sum of Three thousand (\$3000.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold, and by these presents do — grant, bargain, sell and mortgage to the said part y 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. Two (2), 50x117 feet, Kentucky Street, with a two story  
Stucco flat containing thirteen (13) rooms and a basement, situated  
in the City of Lawrence, a per recorded plat on file in Recorder's  
Office of the said County and State

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said Edwin Anderson and Anna Anderson, his wife 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.

This Grant is intended as a Mortgage to secure the payment of the sum of Three thousand (\$3000.00) according to the terms of One certain Coupon Note this day executed and delivered by the said Edwin Anderson and Anna Anderson, his wife to the said part y of the second part H. R. Carter.

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 y 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 y making such sale, on demand, to said Edwin Anderson and Anna Anderson, his wife heirs and assigns.

IN WITNESS WHEREOF, The said part ies of the first part ha ve hereunto set their hand s and seal s the day and year first above written.

Signed, Sealed and Delivered in presence of  
Rosa Robinson Edwin Anderson (SEAL)  
Rosa Robinson Anna Anderson (SEAL)  
Rosa Robinson (SEAL)

STATE OF KANSAS,  
Douglas County } ss.  
BE IT REMEMBERED, That on this 6<sup>th</sup> day of May A. D. 1914, before me, Rosa Robinson a Notary Public in and for said County and State, came Edwin Anderson and Anna Anderson 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 subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires Jan. 15<sup>th</sup> 1918. Rosa Robinson Notary Public.

Filed for Record the 6<sup>th</sup> day of May A. D. 1914, at 11:25 o'clock A. M.  
Hoyd L. Lawrence Register of Deeds.  
Geo. B. Netzel Deputy.

This Indenture is intended to be recorded on the original instrument. The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created is discharged.

Attest: My hand this 5<sup>th</sup> day of May A. D. 1914  
E. A. Carter

Attest:  
George J. Bell

Recorded May 7<sup>th</sup> 1914  
Geo. B. Netzel  
Register of Deeds

(For Assignment see Book 51, Page 618)