

State of Kansas:
:SS
Douglas County:

Be It Remembered, That on this 14th day of February, A. D., 1917, before me the undersigned, a Notary Public, in and for said County and State, came The Citizens State Bank by its Cashier, C. W. Sparr, who personally known to me to be the same person who executed the within release, and such person duly acknowledged the execution of the same.

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

Term expires Sept. 26, 1917. *(Signature)* Charles F. Gehrlé
Notary Public, Douglas County, Kansas.

Recorded on the 14th of Feb., A.D., 1917,
at 10:35 o'clock, A. M.

Estelle Northrup
Register of Deeds.

REAL ESTATE MORTGAGE.

This indenture, made the Twelfth day of February, A.D. 1917, between W. F. Anderson and Ethel M. Anderson, his wife, of the County of Douglas and State of Kansas, hereinafter known as party of the first part, and Commerce Trust Company, a corporation, of Kansas City, Missouri, party of the second part.

Witnesseth: That the said party of the first part in consideration of the sum of Twenty-five Hundred and No/100 Dollars in hand paid, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey and confirm to the said party of the second part, its successors and assigns, the following described real estate, in the County of Douglas, and State of Kansas, to-wit:

The following described tract of land in the Southwest Quarter (SW¹/₄) of Section Twenty-two (22), in Township Twelve (12), of Range Nineteen (19), East of the Sixth Principal Meridian, in Douglas County, Kansas, as follows, to-wit: Beginning at the Southwest corner of said Quarter Section, thence East on the South boundary Twenty-Four and 52/100 (24.52) chains to a stake in the center of road bearing North and West, thence in the center of said road as traveled and worked North Eighteen and one-fourth (18¹/₄) degrees West Six and 52/100 (6.52) chains, thence North Thirty-six (36) Degrees West Six and 06/100 (6.06) chains, thence North Twenty-six and one-fourth (26¹/₄) Degrees West Three and 03/100 (3.03) chains, thence North forty-nine and one-half (49¹/₂) Degrees West Seven and 57/100 (7.57) chains, thence North Forty-three and one-fourth (43¹/₄) Degrees West Six and 82/100 (6.82) chains, thence North Twenty-one and one-half (21¹/₂) Degrees West Three and 03/100 (3.03) chains, thence North Thirty-nine and one-fourth (39¹/₄) Degrees West, Three and 03/100 (3.03) chains, thence North Fifty-one and three-fourths (51³/₄) Degrees West Five and 22/100 (5.22) Chains to the West boundary of the quarter section, thence South on the quarter section line Thirty-three (33) chains to the Beginning, containing Forty-five and 22/100 (45.22) acres.

TO HAVE AND TO HOLD the same, with appurtenances thereto belonging or in any wise appertaining, including any right of homestead and every contingent right or estate therein unto the said party of the second part, its successors, and assigns forever; the intention being to convey an absolute title in fee to said premises. And the Said party of the first part hereby covenants that they are lawfully seized of said premises and have good right to convey the same; that said premises are free and clear of all encumbrances; and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

Provided, However, That if the said party of the first part shall pay, or cause to be paid, to the said party of the second part, its successors or assigns, the principal sum of Twenty-five Hundred and No/100 Dollars according to the tenor and effect of their one certain principal promissory note of even date herewith, numbered 7038, for the sum of Twenty-five Hundred and No/100 (\$2500.00), Dollars, payable on the first day of February, 1922, to said Commerce Trust Company, or order, at its office in Kansas City, Missouri, with interest thereon from date until maturity at the rate of five per cent per annum, payable annually on the first days of February and August, in each year, according to interest coupons attached to said note. Said note further provides that if default be made in the payment of any part of said money, either principal or interest, when the same becomes due and payable, then all of said principal and interest shall, at the option of the legal holder or holders, become due and payable without notice, and both principal and interest are to bear interest after maturity at the rate of eight per cent per annum; and shall perform all and singular the covenants herein contained, then this mortgage to be void, and to be released at the expense of the said party of the first part; otherwise to remain in full force and effect.

And the said party of the first part does hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above specified, in manner aforesaid together with all costs and expenses of collection, if any there be, and any costs, charges or attorneys' fees incurred and paid by the said party of the second part, its successors or assigns, in maintaining the priority of this mortgage.

In Release As Book 34 Page 479