

In Witness Whereof, The said party of the first part have hereunto set their hands, the day and year first above written.

Witnesses;

W. F. Anderson.

Ethel M. Anderson.

STATE OF MISSOURI:

SS

COUNTY OF JACKSON:

On this 21st day of February, 1917, before me, A Notary Public, personally appeared W. F. Anderson and Ethel M. Anderson, his wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Witness my hand and official seal the day and year last above written.

G. P. Benson,

Notary Public.

My commission expires February, 17, 1921.

Recorded on Feb. 26th, A. D. 1917,  
at 3:10 o'clock, P. M.

Register of Deeds,

Deputy.

# 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 One Hundred Twenty-four and 24/100 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 Southwest Quarter of Section Twenty-two (22), Township Twelve (12), Range Nineteen (19), less a tract in the Southwest corner described as follows:- Beginning at the Southwest corner of the Southwest Quarter of Section Twenty-two (22) Township Twelve (12), Range Nineteen (19), thence Running East on the South boundary line of said quarter Section Twenty-four and 52/100 (24.52) chains to a stake in the center of road bearing North and West, thence in center of said road as traveled and worked North Eighteen and one-fourth (18 1/4) degrees West, Six and 55/100 (6.55) chains; thence North Thirty-six (36) degrees West, Six and 5/100 (6.06) chains; thence North Twenty-six and one-fourth (26 1/4) degrees West, Three and 3/100 (3.03) chains; thence North Forty-nine and one-half (49 1/2) degrees West, Seven and 57/100 (7.57) chains; thence North Forty-three and one-fourth (43 1/4) degrees West, Six and 82/100 (6.82) chains; thence North Twenty-one and one-half (21 1/2) degrees West, Three and 3/100 (3.03) chains; thence North Thirty-nine and one-fourth (39 1/4) degrees West, three and 03/100 (3.03) chains; thence North Fifty-one and three-fourths (51 3/4) degrees West, Five and 22/100 (5.22) chains; to the West boundary line of said section; thence South to the place of beginning, containing Forty-five and 82/100 (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 One Hundred Twenty-four and 24/100 Dollars, according to the tenor and effect of their one certain promissory installment note of even date herewith, numbered 7029, for the sum of One Hundred Twenty-four and 24/100 (\$124.24) Dollars payable to Commerce Trust Company, or bearer, at its office in Kansas City, Missouri, in ten installments as follows: Eleven and 74/100 (\$11.74) Dollars on the first day of August, 1917, and Twelve and 50/100 (\$12.50) Dollars on the first day of each February and August thereafter until the whole sum named is fully paid. Said note further provides that it is to bear no interest if each installment is paid when due, but if any of said installments shall not be paid when due, then all unpaid sums herein agreed to be paid shall become due and payable at once without notice, and bear interest at the rate of eight per cent per annum from date thereof until paid, 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.

And the said party of the first part does further covenant and agree, until the debt hereby secured is fully satisfied, to pay all taxes and assessments levied under the laws of the State of Kansas, on said premises, or on this mortgage, or on the note or debt hereby secured before any penalty for non-payment attaches thereto;

In Release Book 62 Page 349  
Assignment See Book 62 Page 349