

MORTGAGE RECORD NO. 55.

This Indenture, Made this 3<sup>d</sup> day of May in the year of our Lord nineteen hundred and sixteen, between J. H. Anderson and Nellie Anderson, his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and The State Bank of Leon of the second part:

Five hundred thirty four & 100/100 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 4<sup>th</sup> of the second part its successors 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:

Lots numbered seventy eight (78) seventy nine (79) eighty (80) one hundred sixteen (116) and one hundred seventeen (117) Bregeedale, an addition to the City of Lawrence as per the recorded plat thereof and subject to the Bregeedale restrictions

with all the appurtenances, and all the estate, title and interest of the said part res of the first part therein. And the said J. H. Anderson and Nellie Anderson do hereby covenant and agree that at the delivery hereof they are the lawful owner s 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 Five hundred thirty four & 100/100 Dollars according to the terms of one certain note this day executed and delivered by the said J. H. Anderson and Nellie Anderson to the said part 4<sup>th</sup> of the second part and due on or before August 10<sup>th</sup> 1915

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 4<sup>th</sup> of the second part, its successors 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 said part 4<sup>th</sup> making such sale, on demand, to said J. H. Anderson and Nellie Anderson, their heirs and assigns.

IN WITNESS WHEREOF, The said part us 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 J. H. Anderson (SEAL) Nellie Anderson (SEAL)

STATE OF KANSAS, } ss. Douglas County }  
BE IT REMEMBERED, That on this 6<sup>d</sup> day of May A. D. 1916 before me, D. L. Eddy a Notary Public in and for said County and State, came J. H. Anderson and Nellie Anderson, his wife to me personally known to be the same person s 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 5 1920 D. L. Eddy Notary Public.

Filed for Record the 25 day of Aug A. D. 1916, at 9<sup>15</sup> o'clock 9 M.  
Thos L Lawrence Register of Deeds.  
Deputy.

See nty bk 75 p 19 for release