

## MORTGAGE RECORD NO. 55.

This Indenture, Made this First day of April in the year of our Lord Twenty Hundred and Seventeen, between James M. Anderson and Jane Anderson, his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and E. B. Woodward and his of the second part:

WITNESSETH, That the said part first of the first part, in consideration of the sum of Thirty Three Hundred and 00/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ret sold, and by these presents do grant, bargain, sell and mortgage to the said part second of the second part their 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: Kansas  
The East One Hundred (100) Acres of the North East quarter 14 of  
Section Thirty Four (34). Also the West Half (1/2) of the North East quarter  
(14) of Section Thirty Five (35). All in Township Thirteen (13) Range  
Eighteen (18)

with all the appurtenances, and all the estate, title and interest of the said part first 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 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 Thirty Three Hundred 00/100 Dollars according to the terms of one certain promissory note this day executed and delivered by the said parties of the first part to the said part second of the second part

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 second of the second part, 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 second making such sale, on demand, to said parties of the first part or heirs and assigns.

IN WITNESS WHEREOF, The said part second of the first part ha ret herunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

James M. Anderson (SEAL)  
Jane E. Anderson (SEAL)  
(SEAL)

STATE OF KANSAS,  
Douglas County ss.

BE IT REMEMBERED, That on this 31<sup>st</sup> day of March A. D. 1917, before me, A. P. Plinn a Notary Public in and for said County and State, came James M. Anderson and Jane E. Anderson, his wife to me personally known to be the same person Se 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 April 10<sup>th</sup> 1919

A. P. Plinn

Notary Public.

Filed for Record the 1<sup>st</sup> day of April A. D. 1917, at 3<sup>rd</sup> o'clock P. M.

Estelle Hartup

Register of Deeds.

Deputy.

For release see Book 101, page 504.