

MORTGAGE RECORD—59.

This Indenture, Made this

25

day of

February

in the

year of our Lord one thousand nine hundred and twenty-one
Arthur H. Anderson & Eva E. Anderson, his wife
 of Lawrence in the County of Douglas and State of Kansas, of the first part, and
Matkins National Bank

Witnesseth, That the said part six of the first part, in consideration of the sum of

Fifteen hundred DOLLARS,
 to them duly paid, the receipt of which is hereby acknowledged, have well sold, and by these presents do grant, bargain, sell and mortgage to the said
 part of of the second part, its successors 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: The North East Quarter (NE 1/4) of the North East Quarter (NE 1/4) of
Section Twenty-six (26) Township Thirteen (13) Range Nineteen (19)

with the appurtenances, and all the estate, title and interest of the said part six 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 the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Fifteen hundred Dollars according to the terms of a certain promissory note, this day executed by said parties of the first part to the said part of of the second part; said note being given for the sum of Fifteen hundred DOLLARS, dated February 25th 1921, due and payable in five years, from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and two coupons of 52 3/4 Dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said part six of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgage, in the sum of _____ DOLLARS, in some insurance company satisfactory to said mortgage, in default whereof the said mortgage may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the part of of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall, from the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof or interest thereon or the taxes assessed on said premises or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part of of the second part, and all sums paid by the part of of the second part for insurance, shall be due and payable or not, at the option of the part of of the second part; and it shall be lawful for the part of of the second part, its successors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the part of of the second part, its successors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the over-plus, if any there be, shall be paid by the part of making such sale, on demand, to the said parties of the first part heirs and assigns.

In Testimony Whereof, The said part six of the first part ha. we hereunto set their hands and seal _____ the day and year last above written.

Signed, sealed and delivered in presence of

STATE OF KANSAS,

Douglas County, KS.

Be It Remembered, That on this 25th day of February A. D. 1921, before me,
A. F. Flynn a Notary Public in and for said County and State, came
Arthur H. Anderson & Eva E. Anderson his wife
who are
to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

In Witness Whereof, I have herunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission expires April 10th 1923 A. F. Flynn Notary Public.

This instrument was filed for record on the 25 day of Feb A. D. 1921, at 3:40 o'clock P. M.
Estelle Berthrup Register of Deeds.
 By _____ Deputy.

certified copy of
 The following is endorsed on the original instrument:
 released and the lien thereby created is discharged.
 As witness my hand this 31st day of January A. D. 1921
Notary Public
Paul
 Recorded Jan. 31st 1921
Paul
 Register of Deeds

in the
 between
 of the first part, and

DOLLARS,
 mortgage to the said
 of Kansas, described as

husells

herely covenant and
 herein, free and clear of
 the payment of the

DOLLARS,
 from date thereof,

ter specified. And the
 of, and to keep the said
 DOLLARS,
 costs, and insure the
 in the payment thereof,
 But if default be made
 conveyance shall become
 id or which may have
 tion of the part of
 to sell the premises
 part, his
 conditions of this instru-
 demand, to the said

the day and year

(SEAL)

(SEAL)

D. 1922, before me,
 county and State, came
wife,
 ly acknowledged the
 ve written.

Notary Public.

Register of Deeds.

Deputy.