

MORTGAGE RECORD-59.

This Indenture, Made this Twenty First day of February in the year of our Lord one thousand nine hundred and twenty one, between Frank Anderson and Henrietta Anderson, his wife, of Douglas in the County of Cass and State of Kansas, of the first part, and Alice L. Todd of the second part:

Witnesseth, That the said part two of the first part, in consideration of the sum of Fifteen hundred and 00/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have we sold, and by these presents do grant, bargain, sell and mortgage to the said part one of the second part, her 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 5 acres of the North 15 acres of the West 19 acres of the North West quarter of the South West quarter of Section 6, Township 13, Range 20, Thence East parallel West corner of the North 5 acres of the North 15 acres of the West 19 acres of the North West quarter of the South West quarter of Section 6, Township 13, Range 20, Thence East parallel with the North line of said quarter Section 6, Township 13, Range 20, Thence East parallel located on said tract, Thence North parallel with the West line of said quarter section 50 feet, Thence West 132 feet to the said West line of said quarter section, Thence South 50 feet to the place of beginning.

with the appurtenances, and all the estate, title and interest of the said part two of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they the lawful owner of the premises above granted and seized of a good and inalienable 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 and 00/100 DOLLARS,

according to the terms of one certain promissory note, this day executed by said Frank Anderson and Henrietta Anderson, his wife, to the said part one of the second part; said note being given for the sum of

Fifteen Hundred and 00/100 DOLLARS, dated February 21, 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 10 coupons of 56.25 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 two 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 Fifteen Hundred and 00/100 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 two 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 one of the second part, and all sums paid by the part one of the second part for insurance, shall be due and payable or not, at the option of the part one of the second part; and it shall be lawful for the part one of the second part, her executors, 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 one of the second part, her executors, 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 one of the second part, her executors, administrators or assigns, to the said parties of the first part heirs and assigns.

In Testimony Whereof, The said part two of the first part have hereunto set their hand and seal the day and year last above written.

Signed, sealed and delivered in presence of

Frank Anderson (SEAL)  
Henrietta Anderson (SEAL)

STATE OF KANSAS, }  
Douglas County, }

Be It Remembered, That on this 24 day of March A. D. 1921, before me, John C. Emick a Notary Public in and for said County and State, came Frank Anderson and his wife, Henrietta Anderson

who are personally known to the same person who executed the foregoing instrument of writing, 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 January 13, 1924 John C. Emick Notary Public.

This instrument was filed for record on the 3 day of March A. D. 1921, at 1:20 o'clock P.M.

Estelle Northrup Register of Deeds.  
By                      Deputy.

This following is enforced on the original instrument.  
The more herein described having been put in full, this mortgage is hereby  
Assured and this lien thereby created discharging it.  
Witness my hand and seal this 24 day of March A. D. 1921  
About 1:20 o'clock P.M.  
John C. Emick  
Notary Public  
Recorded Oct 26 1921  
John C. Emick  
Notary Public