

MORTGAGE RECORD NO. 60

This Indenture, Made this Third day of July in the year of our Lord nineteen hundred & twenty two, between Michael A. Anderson and Nellie Anderson his wife of the Township of Lawrence in the County of Douglas and State of Kansas, of the first part, and Heath Blair of the second part:

WITNESSETH That the said part and of the first part, in consideration of the sum of One thousand and six 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 his 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 west quarter (1/4) of Section Twenty-three (23) Township Twelve (12) Range Eighteen (18) one hundred and sixty (60) acres also the West End 2 1/2 acres of the North east quarter (1/4) of said Section Twenty-three (23) Township Twelve (12) Range Eighteen (18) and also the East Ten (10) acres of the South east quarter (1/4) of the South east quarter (1/4) of Section Eleven (11) Township Twelve (12) Range Eighteen (18) all in Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said part and 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 owners of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances save and except a first mortgage for \$7000 in favor of Burtlett Bros and 2c

due February 1925 This Grant is intended as a Mortgage to secure the payment of the sum of One thousand and six hundred Dollars

according to the terms of One certain Note this day executed and delivered by the said Parties of the first part to the said part and of the second part

Payable twelve months after date with interest thereon according to the terms of said note

and this conveyances 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 of of the second part his 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 party making such sale, on demand, to said Parties of the first part

heirs and assigns.

IN WITNESS WHEREOF, The said part and of the first part have hereunto set their hand and seals the day and year first above written.

Signed, Sealed and Delivered in the presence of

Jennie Watt

Michael A. Anderson (SEAL)

Nellie Anderson (SEAL)

(SEAL)

STATE OF Kansas

Douglas County ss.

BE IT REMEMBERED, That on this 6 day of July A. D. 1922, before me,

Jennie Watt

a Notary Public in and for said County and State, came

Michael A. Anderson and Nellie Anderson

his wife to me personally known to be

the same person, who executed the foregoing instrument and duly acknowledged 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 30 March 1924

Jennie Watt

Notary Public.

Filed for Record the 9th day of July A. D. 1922 at 922 o'clock a.m.

Etelle Harshbarger Ruffe Register of Deeds

E. Babbitt Deputy.

For Release See. Bk. 11-Page 158.