

Vol. No. 2443  
 Fee Paid 10.00

SAML BODENWORTH ATTORNEY AT LAW KANSAS CITY MO 64107

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 18<sup>th</sup> day of

July A. D. 1934 At 9:05 A. M.

James W. Anderson and Jane E. Anderson

*E. G. Woodward*

Register of Deeds.

E. G. Woodward and Chris Bonander

By

Deputy.

THIS INDENTURE, Made this (2) day of April 1934, between

James W. Anderson and Jane E. Anderson (his wife)

of Douglas County, in the State of Kansas of the first part, and

E. G. Woodward and Chris Bonander

of Douglas County, in the State of Kansas, of the second part:

WITNESSETH, That the said part 1<sup>st</sup> of the first part, in consideration of the sum of
 Four Thousand - - - - - DOLLARS, the receipt of which is hereby acknowledged, do <sup>as</sup>  
 by these presents, grant, bargain, sell and convey unto said part 1<sup>st</sup> of the second part, their heirs and assigns, all the following described  
 Real Estate, situated in the County of Douglas, and State of Kansas, to-wit:

 E 100 a. of NE 1/4 Sec. 34-T-13-R 18  
 W 1/2 of NW 1/4 Sec 35-T-13-R 18 Containing 60 a.

 TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or  
 in anywise appertaining forever:

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said Parties of the first part

have this day executed and delivered one certain promissory note

to said parties of the second part, for the sum of Four Thousand (4000.00) DOLLARS,

bearing even date herewith, payable at the home of parties of second part Kansas, in equal installments of

\$100.00 or major fraction - - - - - DOLLARS each, the first installment payable on the at any

int. paying date 19, the second installment on the day of 19

and one installment on the days of and in each year thereafter, until

the entire sum is fully paid. And if default be made in the payment of any one of said installments when due, or any part thereof, then all unpaid installments

shall become immediately due and payable, at the option of the part of the second part or the legal holder of said note, and shall draw interest at the

rate of 10 per cent. per annum from the date of said note until fully paid. Appraisal waived at option of mortgagee.

Now if said James W. Anderson &amp; Jane E. Anderson

shall pay or cause to be paid to said parties of the second part, their heirs or assigns, said sum of money in the above described note

 mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and  
 otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is  
 due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when  
 the same are by law made due and payable, or if the insurance is not kept up, then the whole of said sum and sums and interest thereon, shall and by these  
 presents become due and payable, and said part 1<sup>st</sup> of the second part shall be entitled to the possession of said premises.

 And the said parties of the first part, for themselves and their heirs, do <sup>as</sup> hereby covenant to and with the  
 said part 1<sup>st</sup> of the second part, executors, administrators or assigns, that they are lawfully seized in fee of said premises, and ha s  
 good right to sell and convey the same, that said premises are free and clear of all incumbrances,

 and that - - - will, and - - - heirs, executors and administrators shall, forever warrant and defend the title of the said premises  
 against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said part - - - of the first part ha - - - hereto set - - - hand the day and year first above written.

ATTEST:

James W. Anderson

Bertha Ulrich, Notary Public

Jane E. Anderson

Comm. Ex. Oct 3 - 36

Legal Seal

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 2nd day of April

A. D. 1934, before me Bertha Ulrich a Notary Public in and for said County and State, came

James W. Anderson and Jane E. Anderson, his wife

to me personally known to be the same person <sup>s</sup> who executed the foregoing instrument of writing, and duly acknowledged the

Legal 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.

Seal My commission expires Oct. 3 1936 Bertha Ulrich Notary Public.

The note herein described having been <sup>paid</sup> in full, this mortgage is hereby released, and the lien thereby created discharged.

AS WITNESS MY HAND, this 10th day of October 1940

ATTEST:

*Mary C. Morgan*  
*Clarence L. Pank*
*Russell J. Woodward*  
*Nettie Faye Woodward*  
 As Executors of the Estate of E. S. Woodward, deceased

 This Release  
 was written  
 on the original  
 Mortgage  
 entered  
 this day  
 of May  
 1940  
 at  
 Register of Deeds

DEED INSTRUMENT - MORTGAGE

 For Assignment see Book 83 page 356  
 For Affidavit see 142-445  
 No Affidavit as 142-445