

SAML DODSWORTH STATIONERY CO KANSAS CITY MO 64104

## MORTGAGE

THIS INDENTURE, Made this first (1) day of April in the year of our Lord one thousand nineteen hundred thirty one (1931) between James W. Anderson & Jane E. Anderson of Lone Star in the County of Douglas and State of Kansas, of the first part, and E. G. Woodward & Chris Bernander of the second part; WITNESSETH, That the said parties of the first part in consideration of the sum of Thirty Four hundred ninety eight (3498.00) Dollars to them duly paid, the receipt of which is hereby acknowledged, 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: East 100 A. NE 1/4 Sec. 34 T. 13 N. 18 West 1/4 of NW 1/4 Sec. 35 T. 13 N. 18 with the appurtenances, and all the estate, title and interest of the said parties of the first part therein, And the said James W. Anderson & Jane E. Anderson does hereby covenant and agree that at the delivery hereof are the lawful owner of the premises above granted 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 Thirty four ninety eight (3498) Dollars, according to the terms of one certain promissory note this day executed by the said James W. Anderson & Jane E. Anderson to the said parties of the second part; said note being given for the sum of Thirty four hundred ninety eight Dollars, dated April 1, 1931 due and payable in four years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and coupons of ----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 of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs in the sum of ----Dollars, in some insurance company satisfactory to said mortgage, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs and insure the same at the expense of the part--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 shall become absolute, and the whole principal of said note and interest thereon, and all taxes and accruing penalties and interest and cost thereon remaining unpaid or which may have been paid by the part--of the second part, and all sums paid by the part--of the second part for insurance, shall be part--of the second part, --- 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--of the second part---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 overplus, if any there be, shall be paid by the part--making such sale, on demand, to the said---heirs and assigns.

IN TESTIMONY WHEREOF, The said parties of the first part has hereunto set their hand and seal the day and year last above written.

Signed, sealed and delivered in presence of

James W. Anderson (Seal)

Lottie F. Anderson

Jane E. Anderson (Seal)

STATE OF KANSAS,  
DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this 22nd day of June A. D. 1931 before me, W. H. Ulrich a Notary Public in and for said County and State came James W. Anderson & Jane E. Anderson his wife to me personally known to be the same person who executed the within 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.

Legal Seal

My commission expires May 4, 1935.

W. H. Ulrich Notary Public

Recorded July 3, A. D. 1931 at 2:35 P. M.

Elin E. Armstrong Register of Deeds

## ASSIGNMENT

FOR VALUE RECEIVED, I hereby assign and set over to E. G. Drake & Company all my right, title and interest in and to a certain mortgage made by Clyde P. Lederer Dated October 20, 1925 and recorded in book 67 page 229 of the records of Douglas County Kansas together with the notes secured thereby.

Witness

E. E. McCorkle

G. C. Nash

STATE OF JACKSON,  
MISSOURI COUNTY, SS.

I, a Notary Public in and for said County, do hereby certify that E. E. McCorkle personally known to me to be the identical person who executed the foregoing assignment, appeared before me this day in person, and acknowledged the same to be his free and voluntary act.

IN WITNESS WHEREOF, I hereto affix my hand and seal this 5th day of December 1925.

Legal Seal

My commission expires October 25, 1927

John Gillis Notary Public

Recorded July 6, 1931 A. D. at 9:00 A. M.

Elin E. Armstrong Register of Deeds

Aug. 11/39  
7th 8/26Elin E. Armstrong  
Register of Deeds

The following is endorsed on the original instrument:  
The note herein described having been paid in full, this mortgage is hereby  
released and the lien thereby created discharged.  
As witness my hand this 5th day of June A.D. 1931  
Elin E. Armstrong