

MORTGAGE RECORD 82

Receiving No. 170

The World Co., Lawrence, Kansas

FROM

Arthur W. Anderson & Wife (Verna O.)
TO

Pearl Enick

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 27 day of
February A. D. 1935, At 3:30 P. M.Harold A. Beck
Register of Deeds.
Deputy.

By

Deputy.

THIS INDENTURE, Made this 21st day of January in the year of our Lord nineteen hundred
thirty-five between Arthur W. Anderson and his wife, Verna O. Andersonof Lawrence in the County of Douglas and State of Kansas.
of the first part, and Pearl Enick of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of One Hundred and no/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and Mortgage to the said party 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 Northeast Quarter of the North East Quarter of Section Twenty
Six (26) in Township Thirteen (13), Range Nineteen (19).

with all the appurtenances, and all the estate, title and interest of the said parties 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 except one mortgage of Twelve Hundred Dollars of even date herewith payable to J. J. Tobler.

This grant is intended as a mortgage to secure the payment of the sum of One Hundred and no/100

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 party of the second part.

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, 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 party of the second part her 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 sale to retain the amount then due for principal and interest, together with the cost and charges of making such sale, 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 parties of the first part have herunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in presence of

Arthur W. Anderson (SEAL)

Verna O. Anderson (SEAL)

STATE OF KANSAS,

County of Douglas, ss. BE IT REMEMBERED, That on this 11th day of February

A. D. 1935 before me John C. Enick a Notary Public in and for said County and State,

came Arthur W. Anderson and his wife, Verna O. Anderson to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

(SEAL) 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 13th 1936 John C. Enick Notary Public.

RELEASE

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 17th day of March A. D. 1936

Attest:

Pearl Enick

This Release
was written
on the original
Mortgage
dated
this 19th day
of March
1936Harold A. Beck
Reg. of Deeds
Deputy