

37717 BOOK 95

MORTGAGE Standard Form

(No. 52 B)

F. J. BOYLES, Publisher of Legal Blanks, Lawrence, Kansas

**This Indenture,**Made this 1st day of MarchA. D. 1949, between Everett P. Anderson & Imogene Anderson, his wifeof Baldwin City, in the County of Douglas and State of Kansas  
of the first part, and Catharine A. Arnold

of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Seven Thousand Eight Hundred Dollars (\$7800.00) 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 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 1/4 of the northeast 1/4 (NE 1/4) Section 10, Township 15,  
Range 20, in the County of Douglas, State of Kansas, containing  
80 acres more or less

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Everett P. Anderson & Imogene Anderson, his wife 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

This grant is intended as a mortgage to secure the payment of Seven Thousand Eight Hundred Dollars, according to the terms of one certain note this day executed and delivered by the said Everett P. Anderson & Imogene Anderson 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 costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part 1st making such sale, on demand, to said heirs and assigns

In Witness Whereof, The said part 1st of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Everett P. Anderson (SEAL)  
Imogene Anderson (SEAL)

STATE OF KANSAS,

Douglas CountyBe It Remembered, That on this 1st day of March A. D. 1949before me, C. B. Butell, a Notary Publicin and for said County and state, came Everett P. Anderson & Imogene Anderson, his wife

to me personally known to be the same persons 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.

My Commission Expires 9-4-521949

Notary Public



Recorded April 7, 1949 at 11:45 A. M.

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 10 day of April 1951.

Witness: J. J. Spears Ottawa, Mo.

Catharine A. Arnold

Register of Deeds

This release was written on the original mortgage  
dated  
the 10 day of April 1949  
at Ottawa, Mo.  
J. J. Spears  
Notary