

This Indenture, Made this 22 day of December in the year of our Lord one thousand eight hundred and ninety ALAM between Frank B. Whipple and Sarah A. Whipple, his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and E. Zimmerman of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Three hundred (\$300) 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 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: Lots Nos Twenty one (21) and Twenty two (22) except 50 feet by 110 feet in the southwest corner of said lot 22 afore said all in addition No 3 in or in that part of the City of Lawrence known as North Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Frank B. Whipple and Sarah A. Whipple 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.

This grant is intended as a Mortgage to secure the payment of the sum of Three hundred Dollars according to the terms of One certain Note this day executed and delivered by the said Frank B. Whipple and Sarah A. Whipple 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 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 party of the second part him executors, administrators and 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 party of the second part his executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Frank B. Whipple his heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

B. B. Phillips

J. M. Spencer

STATE OF KANSAS, } SS.

County of Douglas

Frank B. Whipple (SEAL.)

Sarah A. Whipple (SEAL.)

(SEAL.)

(SEAL.)

Be it Remembered, That on this 22 day of December, A. D. 1897, before me, John M. Spencer, a Notary Public in and for said County and State, came Frank B. Whipple, Sarah A. Whipple, his wife to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires Sept 15th 1900, John M. Spencer Notary Public.

Recorded Dec - 22 A. D. 1897, at 4⁵ o'clock P.M.

James Brooks Register of Deeds.

The following is enclosed on the original instrument -
 This note was drawn having been paid in full, this mortgage is hereby released,
 and the two hereby created discharged. As witness my hand, this first day of September, A.D. 1900 -
 E. Zimmerman
 Recorded Sept. 20 - 1900 -
 E. Zimmerman, Register of Deeds -
 By Billy B. Starnow - Deputy.