

This Indenture, Made this 16th day of February in the year of our Lord one thousand eight hundred and ninety eight between Inez B. Zook and J. M. Zook her husband of Lawrence in the County of Douglas and State of Kansas of the first part, and J. D. Bowersock of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Five Hundred 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: Lot number 16 in block number 5 Lane's first addition to Lawrence Kansas

with all the appurtenances, and all the estate, title and interest of the said part 16th of the first part therein. And the said Inez C. and J. M. Zook do hereby covenant and agree that at the delivery hereof they 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 except one Mortgage to Home Building Loan association and they will warrant and defend the same against all claims whatsoever except as above

This grant is intended as a Mortgage to secure the payment of the sum of Five Hundred

according to the terms of one certain promissory note this day executed and delivered by the said Inez C. & J. M. Zook to the said part 1st of the second part: payable at Office of J. D. Bowersock Lawrence Kansas, as follows To Wit Five hundred Dollars on the 16th day of February 1900 with interest thereon

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 part 1st of the second part his 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 part 1st 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 part 1st making such sale on demand to the said Inez C. and J. M. Zook their 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

Inez B. Zook (SEAL.)
J. M. Zook (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 16 day of February, A. D. 1898, before me, the undersigned, a Notary Public in and for said County and State, came aforesaid Inez B. Zook and J. M. Zook her husband who are 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.

Notary Public term Sept 15th 1900 John M. Spencer Notary Public.
My commission expires Sept 15th 1900
Recorded February 21 A. D. 1898, at 10 o'clock P. M.

G. H. Norman
Register of Deeds.

(For release per Book 54, page 77)