

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Third day of January in the year of our Lord one thousand eight hundred and ninety nine between Frances A. Wood, and S. D. Wood, her husband of Lawrence in the County of Douglas and State of Kansas of the first part, and Warren S. Wood of the second part,

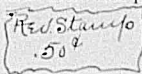
Witnesseth, That the said part of the first part in consideration of the sum of Fifteen Hundred and Fifty DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part his heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: The South half of the West half of Park Lot Twenty Four "24" and the South half of Park Lot Twenty Six "26" except the West ten 10 feet thereof, in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said Frances A. Wood and S. D. Wood 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 certain Mortgage for Fifteen Hundred Dollars

This grant is intended as a Mortgage to secure the payment of the sum of Fifteen Hundred and Fifty Dollars according to the terms of One certain promissory note this day executed and delivered by the said Frances A. Wood and S. D. Wood to the said part of of the second part: Dated January third A.D. 1899 due on or before January first A.D. 1904 with interest payable semi-annually at the rate of six per cent per annum, principal and interest payable at the Merchants National Bank of Lawrence, Kansas. 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 of 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 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 part of making such sale on demand to the said Frances A. Wood and S. D. Wood, their heirs and assigns.

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

Signed and delivered in presence of



Frances A. Wood (SEAL.)  
S. D. Wood (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.



Be it Remembered, That on this 17th day of January, A. D. 1899, before me, S. A. Wood a Notary Public in and for said county and State, came Frances A. Wood and S. D. Wood, her husband 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 April 10-1901

Recorded January 19 A. D. 1899, at 11:40 o'clock A. M.

S. A. Wood  
Notary Public.

W. S. Wood  
Register of Deeds.

*This following is endorsed on the original instrument:  
The note herein described having been paid in full, this mortgage is hereby released,  
and the liability created discharged. Recorded Sept 15-1900  
J. H. Douglas, Register of Deeds  
J. H. Douglas, Deputy.*