

This Indenture, made this 10th day of April in the year of our Lord one thousand eight hundred and ninety nine between Willis Carter and Ruth A. Carter his wife of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and S. M. Whitze of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Seven 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 parties of the second part 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 one hundred and forty-two (142) on New York street in the City of Lawrence, Douglas County, Kansas.

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 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 Seven hundred dollars according to the terms of one certain Mortgage note this day executed and delivered by the said parties of the first part to the said parties of the second part: Payable five years after date to order of party of second part with interest thereon according to the terms of said note and coupons thereto attached

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 parties 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, appraisal hereby waived or not at the option of the parties of the second part 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 parties of the second part making such sale on demand to the said parties of the first part their heirs and assigns. Privilege reserved to pay 100% and multiply thereon at time any interest payment becomes due.

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

Hugh Blair Willis Carter (SEAL.)
Ruth A. Carter (SEAL.)
(SEAL.) (SEAL.)
(SEAL.) (SEAL.)

STATE OF KANSAS,
County of Douglas } SS.

Be it Remembered, That on this 10th day of April, A. D. 1899, before me, Hugh Blair, a Notary Public in and for said county and State, came Willis Carter and Ruth A. Carter his wife to me personally known to be the same person 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 28 Decr 1901 Hugh Blair Notary Public.
Recorded April 11 A. D. 1899, at 11²⁰ o'clock P. M.

W. D. Maxson
Register of Deeds.

the following is enclosed on original instrument, Lawrence No. 1902, Record April 12-1902, By Ellen, Barbara, etc. of blood, and also dollars in full satisfaction of the written mortgage. Witnesses Hugh Blair