

This Indenture, Made this 11 day of February in the year of our Lord one thousand eight hundred and ninety 9 between R. E. Trooper, and R. E. Trooper, her husband of Lawrence in the County of Douglas and State of Kansas of the first part, and Wm. W. Bobbitt of the second part,

Witnesseth, That the said part of the first part in consideration of the sum of Five hundred (\$500.00) 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 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 173 and north half of lot 175, and Kentucky street, in the City of Lawrence, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 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 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 the sum of Five hundred (\$500.00) dollars,

according to the terms of one certain Promissory Note this day executed and delivered by the said R. E. Trooper and R. E. Trooper to the said party of the second part: Payable three years from date, at the Lawrence National Bank, Lawrence, Kansas, with interest at the rate of 6% per annum, payable annually, with privilege of paying said note at any time. 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 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 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 party making such sale on demand to the said R. E. Trooper, her heirs and assigns.

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

Signed and delivered in presence of

R. E. Trooper (SEAL)

R. E. Trooper (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,
County of Douglas ss.

Be it Remembered, That on this 27 day of March, A. D. 1899, before me, Alfred Whitman, a Notary Public in and for said county and State, came R. E. Trooper and R. E. Trooper, her husband 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 January 14, 1902. Alfred Whitman
Recorded March 27 A. D. 1899, at 4 o'clock P.M. Notary Public.

G. B. Dorman
Register of Deeds.

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