

This Indenture, Made this 17th day of April in the year of our Lord one thousand eight hundred and ninety nine between D. G. Lyman and Annie Lyman his wife of the city of Omaha in the County of Douglas and State of Nebraska of the first part, and S. M. Whitzel 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 her 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 numbers forty (40) forty one (41) forty two (42) forty three (43) forty four (44) forty five (45) forty six (46) forty seven (47) and forty eight (48) on East street and lots numbers fifty eight (58) fifty nine (59) sixty (60) sixty one (61) and sixty two (62) on Mechanics street in sub-divisions of lots numbers twenty three (23) twenty four (24) and twenty five (25) in addition number ten (10) in that part of the city of Lawrence known formerly as North Lawrence in 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 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 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 party of the second part: payable fifteen months after date to order of party of second part at Merchants National Bank, 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 party 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, appraisement hereby waived or not at the option of the party of the second part her 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 of making such sale on demand to the said Parties of the first part 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

Edward L. Bradley

Dwight G. Lyman (SEAL)

Annie Lyman (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

County of County SS.

Be it Remembered, That on this 17th day of April, A. D. 1897, before me, Edward L. Bradley, a Notary Public in and for said county and State, came D. G. Lyman and Annie Lyman 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 July 14, 1904 Edward L. Bradley Notary Public.
Recorded April 20 A. D. 1897, at 5¹⁵ o'clock P. M.

G. A. Fox
Register of Deeds

The following is endorsed on the original instrument -
\$500.00
Received of D. G. Lyman the sum of Five hundred and no Dollars in full satisfaction of the within mortgage. S. M. Whitzel
Recorded July 18, 1900

By William Register of Deeds -
By Ellis B. Sopman, Deputy

