

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Sixth day of May in the year of our Lord one thousand eight hundred and ninety ninet between Hannah H. Walker and John H. Walker, her husband of Lawrence in the County of Douglas and State of Kansas of the first part, and John L. Gibb of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Six 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: The lot number eleven 11 on Vermont 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 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 Six Hundred dollars according to the terms of one certain Mortgage Note this day executed and delivered by the said Hannah H. Walker and John H. Walker to the said party of the second part: Due in four years from date with interest from date to maturity or default as evidenced by coupons attached to said note and interest after maturity or default at the rate of ten percent per annum until fully paid. 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 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 party 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

Hannah H. Walker (SEAL)
John H. Walker (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,
County of Douglas } SS.

Be it Remembered, That on this 16th day of May, A. D. 1897, before me, J. H. Corcoran a Notary Public in and for said county and State, came Hannah H. Walker and John H. Walker 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 Jan. 16th 1901 J. H. Corcoran Notary Public
Recorded May 16th A. D. 1897, at 11 o'clock A. M.

J. H. Corcoran
Register of Deeds

The following is enclosed with original instrument
Receipt \$600.00, at Lawrence, Kans. Sept 25th 1903
Received of Hannah H. Walker and husband, the within
named Mortgage the sum of Six hundred and 00/100 Dollars
in full satisfaction of the within mortgage
J. Gordon Gibb.

Recorded Oct 6th 1903.
W. W. Robinson
Register of Deeds.

(For Release See Book 41 of Mortgage Page 196.)
(For Assignment See Book 39 Page 506.)

