

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Sixteenth day of June in the year of our Lord one thousand eight hundred and ninety nine between George F. Derby and Alta Derby his wife of Clinton P.B. in the County of Douglas and State of Kansas of the first part, and G. Grover & son of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three 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 their 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 east half of the south west quarter of section number seventeen 17 in Township number thirteen 13 South of range number nineteen 19 East of sixth principal Meridian, and containing eighty 80 acres more or less.

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 except and mortgage of 1000 given to Ella C. Allen and dated May 23rd 1898.

This grant is intended as a Mortgage to secure the payment of the sum of Three hundred dollars

according to the terms of One certain Mortgage Note this day executed and delivered by the said George F. Derby and Alta Derby to the said parties of the second part: dated June 16th 1904 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 per cent per annum until fully paid said note dated June 16th 1899 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 their 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 parties 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 hands and seal the day and year first above written.

Signed and delivered in presence of

L. H. Cores

George F. Derby (SEAL.)
Alta Derby (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,

County of Douglas) SS.

Be it Remembered, That on this 16th day of June, A. D. 1899, before me, L. H. Cores a Notary Public in and for said county and State, came George F. Derby and Alta Derby, 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 Jan 16th 1901 L. H. Cores
Recorded June 19 A. D. 1899, at 9:00 o'clock A.M. Notary Public.

G. Grover & son
Register of Deeds.

The following is endorsed on the original instrument:
Received of George F. Derby the within named mortgage the sum of Three hundred and 100 Dollars in full satisfaction of the within mortgage.
G. Grover & son

Recorded Feb 27 1912
D. H. Lawrence
Register of Deeds