

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Twenty-second day of June in the year of our Lord one thousand eight hundred and ninety nine between Ella Bell Apitz and E. F. Apitz, her husband of Lawrence in the County of Douglas and State of Kansas of the first part, and John D. Gibb of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Nine 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 one hundred eighty six 186 Westmont 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 Nine Hundred dollars

according to the terms of One certain Mortgage Note this day executed and delivered by the said Ella Bell Apitz and E. F. Apitz to the said party of the second part: Due on the 23<sup>rd</sup> of June 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. 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 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 the first part, their heirs and assigns.

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

signed and delivered in presence of

L. H. Cores

Ella Bell Apitz

(SEAL.)

E. F. Apitz

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas County } ss.

Be it Remembered, That on this 23<sup>rd</sup> day of June A. D. 1899, before me, L. H. Cores a Notary Public in and for said county and State, came Ella Bell Apitz and E. F. Apitz, 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 Jan 16<sup>th</sup> 1904 L. H. Cores Notary Public.

Recorded June 23<sup>rd</sup> A. D. 1899, at 3<sup>50</sup> o'clock P. M.

W. H. Lawrence  
Register of Deeds.

For release See Book 39 Page 442 (Assigned See Book 39 Page 445)

