

**This Indenture**, Made this Fourth day of December in the year of our Lord one thousand eight hundred and ninety nine between John F. Westcott and Martha S. Westcott his wife of North Lawrence in the County of Douglas and State of Kansas of the first part, and G. Zimmerman, Long Beach, State of Cal. of the second part,

**Witnesseth**, That the said parties of the first part in consideration of the sum of Two 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 part y. 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 Lots Twenty (20) Twenty one (21) Twenty eight (28) and Twenty nine (29) in Addition No. Two (2) in that part of the City of Lawrence known as North Lawrence in the County of Douglas, State of Kansas.

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said John F. Westcott and Martha S. Westcott 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 Two Hundred Dollars

according to the terms of One certain promissory note this day executed and delivered by the said John F. Westcott and Martha S. Westcott to the said part y. of the second part: G. Zimmerman; and it is hereby agreed, payment may be made any time after one year after thirty days notice

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 part y. 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 y. 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 part y. making such sale on demand to the said John F. Westcott and Martha S. Westcott heirs and assigns.

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

*Sealed*  
Signed and delivered in presence of

John F. Westcott (SEAL.)  
Martha S. Westcott (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS,  
County of Douglas County } SS.

Be it Remembered, That on this 4<sup>th</sup> day of December, A. D. 1899, before me, John M. Spencer, a Notary Public in and for said county and State, came John F. Westcott and Martha S. Westcott 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 Sept. 15<sup>th</sup> 1900.

Recorded December 5<sup>th</sup> A. D. 1899, at 3<sup>47</sup> o'clock P. M.

John M. Spencer  
Notary Public.  
H. B. Doxman  
Register of Deeds.

The following is inclosed on the original instrument  
\$200.00 Lawrence Kas. Dec 7, 1900. Recd. of John F. Westcott & wife  
the within named Mortgagee the sum of Two Hundred Dollars  
in full satisfaction of the within Mortgage  
G. Zimmerman

Recorded Jan 2<sup>nd</sup> 1901  
H. B. Doxman  
Register of Deeds