

This Indenture, Made this Seventh day of December in the year of our Lord one thousand eight hundred and ninety nine between J. S. Akers and Maggie Akers his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and John D. Sibb of the second part,

Witnesseth, That the said part is of the first part in consideration of the sum of Four hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do grant, bargain, sell and mortgage to the said part of 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 south Twenty two acres of the east half of the north west quarter of section number Twenty Two 22 in Township number Thirteen 13 North of Range number Nineteen 19 East of the sixth 6th Principal Meridian also the lot number eighteen 18 in Block number one 1 in Block Place Addition to the City of Lawrence Douglas County, 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 parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of 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 Four hundred dollars

according to the terms of one certain Mortgage Note this day executed and delivered by the said J. S. Akers and Maggie Akers to the said part of of the second part: Due on the 1st day of December 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 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 part of 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, appraisalment hereby waived or not at the option of the part of 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 cost and charges for making such sales, and the overplus, if any there be, shall be paid by the part of making such sale on demand to the said parties of the first part, them, heirs and assigns.

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

Signed and delivered in presence of

John D. Sibb (SEAL.)
Maggie Akers (SEAL.)
Billard Reynolds (SEAL.)
 STATE OF KANSAS, } SS.
 County of Douglas }

Be it Remembered, That on this 13th day of December, A. D. 1899, before me, L. H. Corral, a Notary Public in and for said county and State, came J. S. Akers and Maggie Akers, 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. Corral Notary Public.
 Recorded December 14 A. D. 1899, at 9 o'clock AM.

W. D. Doxman Register of Deeds.

(Released See Book 35 Page 629)

