

This Indenture, Made this Nineteenth day of December in the year of our Lord one thousand eight hundred and ninety nine between Warren P. Biggs and Arvilla Biggs, his wife, of The City of Lawrence in the County of Douglas and State of Kansas of the first part, and Fanny Bergman, of Lawrence, Douglas County, Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Twelve hundred and fifty 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 her 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 west half of the south east quarter of the south east quarter of section No. Twenty (20) in Township No. Twelve (12) North, of Range No. Twenty (20) East of the 6<sup>th</sup> P. M., being the homestead of said parties of the first part. The said parties of the first part hereby agree to maintain insurance to the amount of Twelve hundred Dollars on the buildings now on or to be erected on said premises, during the existence of this mortgage, for the benefit of the second party, her heirs or assigns.

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 owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances and that they will warrant and defend the same in the quiet and peaceable possession of said second party, her heirs or assigns forever against all persons lawfully claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of Twelve hundred and fifty Dollars

according to the terms of One certain Mortgage note this day executed and delivered by the said parties of the first part to the said party of the second part: On which said note is provided, with interest from date to maturity as evidenced by coupons attached thereto, and interest after maturity or default at the rate of ten per cent per annum until fully paid in cash or by Sheriff's Deed to above described property, together with possession thereof, 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, her 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 party of the second part, her 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

Not. Stamp 3543

Warren P. Biggs (SEAL)

Arvilla Biggs (SEAL)

STATE OF KANSAS,

County of Douglas

SS.

Be it Remembered, That on this 21<sup>st</sup> day of December, A. D. 1899, before me, Wm. T. Sinclair, a Notary Public in and for said county and State, came Warren P. Biggs and Arvilla Biggs, 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 November 7, 1900

Wm. T. Sinclair

Recorded December 21<sup>st</sup> A. D. 1899, at 3<sup>55</sup> o'clock P. M.

Notary Public

W. J. Doxman  
Register of Deeds.

The following is enclosed on the original instrument:  
The Note herein described having been paid in full  
This Mortgage is hereby released and the lien thereby  
Created is charged. As Witness my hand this  
31<sup>st</sup> day of October 1904.

Lewis Bergman

Recorded Nov 1<sup>st</sup> 1904,  
C. W. Armstrong,  
Register of Deeds.

(See Reprint - See Book 33 Page 396)