

**This Indenture**, Made this 29 day of December in the year of our Lord one thousand eight hundred and ninety nine between Jimmie Underwood and Flora C. Underwood his wife of Laurie in the County of Douglas and State of Kansas of the first part, and Wm. C. Biggs of the second part,

**Witnesseth**, That the said parties of the first part in consideration of the sum of Three Thousand 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 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: Lot No. Twelve (12) being in the City of Lawrence except a strip Twelve (12) feet wide off the south end of said lot, deeded to The Atchison Topeka and Santa Fe Railway Co. for switch purposes only, said strip to revert back to said lot whenever said Railroad Co. ceases to use it for such purposes. This mortgage being given to secure the payment of a portion of the purchase money for said above described premises.

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 Three Thousand Dollars

according to the terms of Five (5) certain promissory notes this day executed and delivered by the said Jimmie and Flora C. Underwood to the said part of the second part: payable \$600 January 1, 1901 \$600 January 1, 1902 \$600 January 1, 1903 \$600 January 1, 1904 \$600 January 1, 1905 said notes to bear interest at the rate of six (6) per cent per annum payable annually from January 1, 1900. 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 the second part 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 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 Jimmie Underwood his 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

Rev. Shanks

Jimmie Underwood (SEAL.)  
Flora C. Underwood (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS,  
County of Douglas } SS.

**Be it Remembered**, That on this 29 day of December, A. D. 1899, before me, Alfred Whitman, a Notary Public in and for said county and State, came Jimmie Underwood and Flora C. Underwood his wife to me personally known to be the same persons 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'y. 14 1902 Alfred Whitman Notary Public.  
Recorded January 4 A. D. 1900 at 3:50 o'clock P. M.

W. C. Doxman Register of Deeds.

The following is endorsed on original instrument  
\$3000, Lawrence, Kansas, January 6, 1904. Record of Jimmie Underwood when in the name mortgage the sum of Three Thousand and 00/100 Dollars, in full satisfaction of the within mortgage.  
William C. Biggs

Recorded Jan 11 A.D. 1904  
A.W. Armstrong  
Register of Deeds  
By J. C. Lawrence  
Deputy