

This Indenture, Made this Third day of November in the year of our Lord one thousand eight hundred and ninety nine between Jessie Williams & Milton Williams (wife & husband) of Lawrence in the County of Douglas and State of Kansas of the first part, and Wm. Rometsch of the second part,

Witnesseth, That the said part of the first part in consideration of the sum of Fifty Two (\$52.00) DOLLARS, to stand 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 Number Twenty Three (23) Pennsylvania street in the City of Lawrence.

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 excepting one mortgage for \$225.00 executed to Wm. Rometsch on October 14, 1899 & due in Two years from date.

This grant is intended as a Mortgage to secure the payment of the sum of \$52.00 according to the terms of One certain promissory note this day executed and delivered by the said parties of the first part to the said part of the second part for the sum of \$52.00 & due in one year from its date with interest at the rate of 8% from date interest payable semi-annually.

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 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 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 of making such sale on demand to the said parties of the first part, their heirs and assigns.

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

Sealed this  
Signed and delivered in presence of

Mollie Jenkins

Mary White, L. H. Wenger

STATE OF KANSAS,

County of Douglas

SS.

her mark  
Mrs. Jessie Williams (SEAL)

Milton Williams (SEAL)

mark (SEAL)

(SEAL)

Be it Remembered, That on this 23 day of November, A. D. 1899, before me, L. H. Wenger, a Notary Public in and for said county and State, came Jessie Williams and Milton Williams 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 Sept. 14, 1900 L. H. Wenger Notary Public

Recorded January 11 A. D. 1899, at 11 o'clock A. M.

G. H. Foxman  
Register of Deeds.

The following is evidenced on the original true copy of the note herein described having been paid in full this mortgage is hereby released and the same is hereby ordered discharged as witnessed by Wm. Rometsch

Recorded Feb 15 1910  
Floyd L. Lawrence  
Register of Deeds.

