

This Indenture, Made this 21st day of March in the year of our Lord one thousand eight hundred and ninety nine between George F. Derby and Alta Derby (his wife) of Dawson in the County of Douglas and State of Kansas of the first part, and E. J. Parker of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Seven 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 party 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 west half (1/2) of the south west quarter (1/4) of section seventeen (17) Township Thirteen (13) Range nineteen (19) less two (2) acres in the south west corner

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said George F. Derby and Alta Derby 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.

This grant is intended as a Mortgage to secure the payment of the sum of Seven hundred Dollars

according to the terms of Five certain Notes this day executed and delivered by the said George F. Derby and Alta Derby to the said party of the second part: his heirs or assigns

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 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 party 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 party of the first part making such sale on demand to the said George F. Derby his heirs and assigns.

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

Sealed
Signed and delivered in presence of

Notes stamped according to law

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 21st day of March, A. D. 1899, before me, George F. Derby and Alta Derby, a Notary Public in and for said county and State, came George F. Derby and Alta Derby 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 subscribed my name set my hand and affixed my official seal on the day and year last above written.

My commission expires April 13, 1902

Recorded March 27 A. D. 1899, at 1:30 o'clock P.M.

John W. Newland
Notary Public.

H. H. Oxman
Register of Deeds.

The following is endorsed on the original instrument:
The note herein described having been paid in full
this mortgage is hereby released and the lien thereby created
discharged. Be witness my hand this 25th day of March A.D. 1910
E. J. Parker

Recorded Mar 26 1900
Hoyd & Lawrence
Register of Deeds