

This Indenture, Made this 28<sup>th</sup> day of May in the year of our Lord one thousand ~~eight hundred and ninety~~ nine hundred (1900) between C. O. Bigelow and Catherine R. Bigelow his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Frank J. Hauber, Administrator of the second part,

**Witnesseth,** That the said parties of the first part in consideration of the sum of Eight hundred (800) 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 lots numbers one hundred and forty (140), and one hundred and forty two (142) on Tennessee street in the City of Lawrence, subject to a mortgage of two thousand dollars (\$2,000) to Kate G. Patton on lot number one hundred and forty (140) Tennessee street, Lawrence, Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said C. O. Bigelow and Catherine R. Bigelow 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 certain mortgage of two thousand dollars (\$2,000) to one Kate G. Patton on lot number one hundred and forty (140) Tennessee street, above referred to.

This grant is intended as a Mortgage to secure the payment of the sum of eight hundred (800) dollars according to the terms of a certain promissory note this day executed and delivered by the said C. O. Bigelow and Catherine R. Bigelow (his wife) to the said party of the second part:

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, appraisalment hereby waived or not at the option of the party of the second part his 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 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

Louis F. Selig \_\_\_\_\_

C. O. Bigelow \_\_\_\_\_ (SEAL.)

Catherine R. Bigelow \_\_\_\_\_ (SEAL.)

STATE OF KANSAS, }  
County of Douglas County } SS. \_\_\_\_\_ (SEAL.)



Be it Remembered, That on this 28<sup>th</sup> day of May, A. D. 1900, before me, Louis F. Selig, a Notary Public in and for said county and State, came C. O. Bigelow and Catherine R. Bigelow, 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 December 1<sup>st</sup> 1900. Louis F. Selig Notary Public.  
Recorded May 29<sup>th</sup> A. D. 1900, at 1<sup>20</sup> o'clock P.M.

W. S. Norman Register of Deeds.

The following is enclosed on the original instrument -

In consideration of full payment of the within mortgage I hereby release the same this ... 16<sup>th</sup> day of May 1900. Frank J. Hauber, Admin.

Recorded June 13-1901-  
W. S. Norman  
Register of Deeds.  
By W. S. Norman Deputy