

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Ninth day of June in the year of our Lord one thousand eight hundred and ninety nine hundred between Ida M. Patty and Harvey H. Patty her husband of North Lawrence in the County of Douglas and State of Kansas of the first part, and W. C. Simpson of Brooklyn New York of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Six 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 lots numbers one hundred and thirty seven (137), and one hundred and thirty nine (139) on Locust street in Block number three (3), in that part of the City of Lawrence known formerly as North 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.

This grant is intended as a Mortgage to secure the payment of the sum of Six hundred 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: Payable five years after date with interest in meantime and until maturity according to coupons there attached with privilege to pay off in full at end of 3 years or pay 1/2% or any multiple thereof on and after 3 years when interest falls due. 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 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

Hugh Blair

Mrs. Ida M. Patty (SEAL.)
Harvey H. Patty (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } S.S.



Be it Remembered, That on this 9th day of June, A. D. 1900, before me, Hugh Blair, a Notary Public in and for said county and State, came Ida M. Patty and Harvey H. Patty 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 28th Decy. 1901 Hugh Blair
Recorded June 12th A. D. 1900, at 5 o'clock P. M. W. C. Simpson Notary Public.

W. C. Simpson
Register of Deeds.

The following is endorsed on the original instrument—
Received of Ida M. Patty the within named mortgagee the sum of Six hundred and 00/100 Dollars, in full satisfaction of the within mortgage.
W. C. Simpson
Recorded Feb. 12th 1902
W. C. Simpson
Register of Deeds
By Allen B. Sopman, Deputy.