

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this fifteenth day of December in the year of our Lord one thousand eight hundred and ninety nineteen hundred, between Joseph H. Bygones unmarried man of Lawrence in the County of Douglas and State of Kansas of the first part, and C. C. Roberts of the second part,

Witnesseth, That the said part of the first part in consideration of the sum of One thousand four hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has 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 a lot of number twenty-three (23) in block number twelve (12) Lane's second addition to the City of Lawrence, according to the registered Plat of said addition

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Party of first part do hereby covenant and agree that at the delivery hereof him 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 Fourteen hundred dollars

according to the terms of One certain Mortgage note this day executed and delivered by the said Party of the first part to the said part of the second part: Payable three years after date with interest in meantime according to coupon thereto attached at 10% after maturity or default, and \$100 is to be paid on Principal 2 years after date of this loan. 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 Party of first part, his heirs and assigns.

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

Signed and delivered in presence of

Hugh Blair

Joseph H. Bygones (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS

County of Douglas } SS.

Be it Remembered, That on this 15th day of December, A. D. 1900, before me, Hugh Blair, a Notary Public in and for said county and State, came Joseph H. Bygones unmarried man 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 and set my hand and affixed my official seal on the day and year last above written.

My commission expires 28 Dec. 1901 Hugh Blair Notary Public.

Recorded Dec. 17th A. D. 1900, at 11²⁰ o'clock A. M.

W. D. Sorensen
Register of Deeds.

This 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 is hereby released.
 of April 20, 1901. C. C. Roberts

Recorded May 4 - 1901
 By J. B. Sorensen
 Register of Deeds -
 City of Lawrence, Kansas