

known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

In Witness Whereof I have herewith subscribed my name and affixed my official seal on the day and year last above written,
L. S. Steele

[A.S.]
ccccc

Tennessee Jan 11. 1882.

Notary Public,
Lawrence Douglas County - Kansas

Recorded June 10th 1881 at 3⁵⁰ O'clock P.M.

W. H. Horn old.
Register of Deeds.

This Indenture made this ninth day of June in the year of our Lord one thousand eight hundred and eighty one between A. L. Diggs & A. L. Diggs his wife of Lawrence in the County of Douglas and State of Kansas of the first part and Mrs C. A. Wingate of the second part:

Witnesseth that the said parties of the first part in consideration of the sum of Seven hundred Dollars to us duly paid the receipt of which is hereby acknowledged have sold and by these presents do grant bargain 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 number One hundred thirty one (131) One hundred thirty three (133) and one hundred and thirty five Ohio Street in the City of Lawrence Douglas Kansas with the appurtenances and all the estate title and interest the said parties of the first part therein. And the said A. L. Diggs & A. L. Diggs his wife 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 one certain note this day executed and delivered by the said Diggs to the said party of the second part; and this conveyance shall be void if such payment 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 shall become due and payable and it shall be lawful for said party of the second part her executors administrators and assigns at any time thereafter to sell the premises hereby granted or any part thereof in the manner prescribed

The following is inclosed with original instrument
The note secured by the within mortgage has been paid in full and the
same hereby created is hereby acknowledged this September 22nd 1885
C. A. Wingate
Witnessed December 22nd 1885
James B. Drake