

This Indenture Made this third day of September in the year  
Anno Domini one thousand eight hundred and eighty eight between  
Christopher Wagner and Natalie Wagner of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and Emily M. Locke of  
Boston Mass of the second part:

Witnesseth That the said parties of the first part, in consider-  
ation of the sum of two hundred & Fifty Dollars to them duly paid,  
the receipt whereof is hereby acknowledged, have sold and by  
these presents do grant, bargain, sell and mortgage to the  
said party of the second part, her 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: Lot No. Seventeen  
Block No. Twenty three in Sinclair's Addition to the City of  
Lawrence, with the appurtenance, and all the estate,  
title and interest of the said parties of the first part therein.  
And the said Christopher Wagner & Natalie Wagner do hereby cov-  
enant and agree that at the delivery hereof they the Languors own-  
ers of the premises above granted and seized of a good and inde-  
pendent title of inheritance therein, free and clear of all incum-  
brances and that they will warrant and defend the same  
against all claims whatsoever. This Grant is intended as a  
Mortgage to secure the payment of the sum of Two hundred &  
Fifty Dollars, according to the terms of one certain promissory  
note this day recited by the said Christopher Wagner, Natalie  
Wagner to the said party of the second part, said note being  
given for the sum of two hundred & fifty Dollars, dated Sept. 3, 1888  
and payable in three years from the date thereof, with in-  
terest thereon from the date hereof until paid, according to  
the terms of said note and without note attached. In this  
connection shall be void in such payment to be made as in said  
note and without note attached, and also during any period  
in the said term of the first part hereby agrees to pay all  
expenses on said premises for any penalties & costs  
which shall accrue on account thereof, and to keep the said premises  
unencumbered in favor of the said mortgagee, in the sum of Three  
hundred Dollars, in some insurance company satisfactory  
to said mortgagee, in default whereof the said mortgagee may  
pay the taxes and accruing penalties, interest and costs  
and insure the same at the expense of the parties of the first part  
and the expense of such taxes and accruing penalties, interest  
and costs, and insurance, shall & continue to be paid by the  
said party of the first part.

The following is endorsed on original instrument

Sept. 3, 1888  
Received of Christopher & Natalie the sum  
of Two hundred & fifty Dollars in full satisfaction of  
Emile Locke

Recorded Sept. 4, 1888 at 3% interest  
Book 10, page 202  
C. P. G. C. & Co.