

This Indenture, Made this 29th day of June in the year of our Lord one thousand eight hundred and eighty Eight between John P. Wadsky and Elizabeth Wadsky his wife in the County of Douglas and State of Kansas of the first part, and John M. Clay of the second part,

Witnesseth, That the said part 1st 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 part 2^d 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: East half of North East 1/4 of Sec 17 Th 14 Range 17 and North West 1/4 of North West quarter of Section 17 Township 14 Range 17

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said part 1st 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 and they will warrant & defend the same

This grant is intended as a Mortgage to secure the payment of the sum of Six hundred Dollars

according to the terms of a certain Note this day executed and delivered by the said John P. Wadsky & Elizabeth Wadsky his wife to the said part 2^d 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 part 2^d 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 2^d 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 costs and charges of making such sales, and the overplus, if any there be, shall be paid by the part 2^d of the second part his heirs and assigns.

In Witness Whereof, The said part 1st of the first part, have hereunto set their hands and seals the day and year last above written.

Signed and delivered in presence of

Reuben C. McCasrell
before being signed

John P. Wadsky (SEAL.)
Elizabeth P. Wadsky (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS.

Douglas County } ss.
County of

Be it Remembered, That on this 29th day of October, A. D. 1888, before me, James M. Casrell, a Notary Public in and for said County and State, came John P. Wadsky & Elizabeth Wadsky 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 June 1st 1891. James M. Casrell Notary Public.

Recorded Nov 15 A. D. 1888, at 3⁰⁰ o'clock P. M.

James M. Casrell
Register of Deeds.

The following is extracted from the original instrument
In consideration of full payment of the within mortgage
& hereby release the same lots 29th day of June 1891
Recorded June 29th 1891
James M. Casrell
Register of Deeds

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