

This Indenture, Made this 10th day of October in the year of our Lord one thousand eight hundred and eighty nine between Achilles B. Wade and Nancy C. Wade his wife of Douglas in the County of Douglas and State of Kansas of the first part, and D. J. Hayes of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Twenty four 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 y 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: Beginning at the North West corner of the North East quarter of Section No. 12 in Township No. 15 North, Range No. 20 East, thence South on West line of said Sec. 15 chains 53 links, thence East parallel with North line said Sec. 15, 9 chains 9 links thence at right angle North 15 chains 53 links to North line said Sec. 15, thence West on said North line 9 chains 9 links to beginning, containing 15 acres and being the homestead of first parties, who agree to maintain for during the existence of this mortgage, insurance of \$1500.00 on said property for benefit of Mortgagee 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 owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances and that they will warrant and defend the same in the quiet and peaceable possession of said 2d party, his heirs and assigns forever, against all persons lawfully claiming the same

This grant is intended as a Mortgage to secure the payment of the sum of Twenty four 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 part y of the second part _____ in three years from date, with interest after maturity or default, at the rate of ten percent per annum, the interest from date to maturity being evidenced by coupons attached to said note

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 y 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 y 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 y making such sale on demand to the said parties of the first part their heirs and assigns.

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

Signed and delivered in presence of

Alfred Whitman

Achilles B. Wade (SEAL.)

Nancy C. Wade (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas ss.

Be it Remembered, That on this 10th day of October, A. D. 1889, before me, Alfred Whitman, a Notary Public in and for said County and State, came Achilles B. Wade and Nancy C. Wade his wife to me personally known to be the same persons 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 Jan'y - 19 - 1891.

Recorded Oct - 21 - A. D. 1889, at 4 o'clock 2 P. M.

James Brooks Notary Public.

Register of Deeds.

The following is endorsed on the original instrument
The note herein described having been paid in full, this mortgage is hereby released and the like thereby created discharged.
No witness my hand this 18th day of October 1892.
Notary Public, Douglas Co., Kansas
Alfred Whitman

1889 26/6/4



The following is endorsed on the original instrument
The note herein described having been paid in full, this mortgage is hereby released and the like thereby created discharged.
No witness my hand this 18th day of October 1892.
Notary Public, Douglas Co., Kansas
Alfred Whitman