

This Indenture, Made this 9th day of November in the year of our Lord one thousand eight hundred and eighty nine between Charles Ganner and Mahala Ganner his wife of Wakarusa Township in the County of Douglas and State of Kansas of the first part, and J. M. Whedon of the same place of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five Hundred (\$500.00) 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 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: The East Half five (5) Acres of that portion of the South West quarter of Section No. sixteen (16) in Township No. Thirteen (13) of Range No. Twenty (20) that lies south of the Wakarusa River

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

This grant is intended as a Mortgage to secure the payment of the sum of Five Hundred Dollars (\$500.00)

according to the terms of Two certain promissory notes this day executed and delivered by the said Charles Ganner to the said party 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 party 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 party 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 surplus, if any there be, shall be paid by the party 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

Charles Ganner (SEAL.)

Mahala Ganner (SEAL.)

mak (SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 9 day of November, A. D. 1889, before me, James M. Hendry, a Notary Public in and for said County and State, came Charles Ganner and Mahala Ganner 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 Aug. 1st 1893.

Recorded November 9th A. D. 1889, at 7¹⁰ o'clock P. M.

James M. Hendry Notary Public.

James Brooks Register of Deeds.

The following is endorsed on the original instrument
In consideration of full payment of the mortgage, mortgage
is hereby released and the lien hereby created is discharged.
Recorded Douglas Co. Mo. 1889
At witness my hand this 17th day of October A.D. 1891
Wm. T. Sinclair

The following is endorsed on the original instrument
The note herein having been paid in full, this mortgage
is hereby released and the lien hereby created is discharged.
At witness my hand this 17th day of October A.D. 1891
Wm. T. Sinclair

Recorded Oct. 15th 1905
W. M. Armstrong
Register of Deeds.