

JOURNAL CO., LAWRENCE, KAN.

Recorded - May 31 1902
By Clerk R. B. Bowman, Deputy
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 lien thereby created discharged.
As witness my hand, this 31st day of May, A.D. 1902.
Martha B. Wallace,
By Frank H. Snow, her attorney in fact.

This Indenture, Made this First day of December in the year of our Lord one thousand eight hundred and ninety between Bert Wiggins unmarried and Henry C. Wiggins unmarried of Lawrence in the County of Douglas and State of Kansas of the first part, and Martha B. Wallace of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Fifteen 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 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: The South West quarter (1/4) of Section Twenty five (25) Township Twelve (12) Range Nineteen (19) containing One Hundred and Forty Acres, more or less

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Bert Wiggins and Henry C. Wiggins do hereby covenant and agree, at the delivery hereof they the lawful owners of the premises above granted, and seized of a good and indefeasible state of inheritance therein free and clear of all incumbrances

This grant is intended as a Mortgage to secure the payment of the sum of Fifteen Hundred Dollars according to the terms of One certain Note & Ten Coupons this day executed and delivered by the said Bert Wiggins & Henry C. Wiggins to the said party of the second part: An Insurance Policy for Eight Hundred Dollars payable to Mortgagee, in case of loss to be held by Mortgagee

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 her 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 her executors, administrators or assigns; and out of all 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 party making such sale on demand to the said parties of the first part heirs and assigns.

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

Signed and delivered in presence of
John M. Newlin (SEAL.)
Bert Wiggins (SEAL.)
Henry C. Wiggins (SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 5th day of Decem, A. D. 1890, before me, a Notary Public in and for said County and State, came Bert Wiggins and Henry C. Wiggins 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 April 28th 1891 John M. Newlin Notary Public.
Recorded Dec 19 A. D. 1890, at 12 o'clock P M.

James Brooke Register of Deeds