

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 25 day of November 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 Alfred Whitman Administrator of the estate of Harriet Bell Brown deceased 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 his successors 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 Southwest quarter of Section thirty five (35) Township Twelve (12) Range Nineteen (19) This Mortgage being given to secure the payment of a portion of the purchase money for above described tract

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, at the delivery hereof that they are 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 except a Mortgage to secure the payment of Fifteen hundred dollars

This grant is intended as a Mortgage to secure the payment of the sum of Fifteen hundred & no Dollars according to the terms of One certain promissory note this day executed and delivered by the said Bert and Henry C. Wiggins to the said party of the second part payable on or before two years from date at The Lawrence Nat Bank of Lawrence Kansas, with interest at the rate of seven per cent per annum payable annually

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 successors, 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 successors, 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 Bert and Henry C. Wiggins their heirs and assigns.

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

Signed and delivered in presence of

Bert Wiggins (SEAL.)  
Henry C. Wiggins (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 19<sup>th</sup> day of December, A. D. 1890, before me Geo. A. Banks, a Notary Public in and for said County and State, came Bert Wiggins (unmarried) and Henry C. Wiggins (unmarried) 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 Dec-12 1892 Geo. A. Banks Notary Public.  
Recorded Dec-19 A. D. 1890, at 4<sup>30</sup> o'clock P-M.

James Brooks Register of Deeds

The following is indorsed on the original instrument:  
The above indenture having been paid in full, this mortgage is hereby released, and the same hereby created discharged.  
As Witness my hand, this 1st day of December, A. D. 1894  
Alfred Whitman  
Attorney Estate of H. B. Brown dec

Recorded December 1st 1894  
James Brooks