

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 25 day of April in the year of our Lord one thousand eight hundred and Ninetytwo between E. E. Wise and Sarah H. Wise his wife of Marion in the County of Douglas and State of Kansas of the first part, and James Warner of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Six hundred & fifty 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 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 West 1/2 of N. E. 1/4 of Section 10 in Township 11 S. Range 11 E. Eighteen according to the U. S. Survey containing 80.88, Eighty 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 Parties of the first part do hereby covenant and agree that the delivery hereof 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 one certain certain mortgage given by said parties of the first part to G. M. Hartman in amount of Seven hundred & Fifty Dollars due on the 25th day of March 1895.

This grant is intended as a Mortgage to secure the payment of the sum of Six hundred & fifty Dollars according to the terms of Two certain Promissory Notes this day executed and delivered by the said parties of the first part to the said party of the second part: Note No. 1 of \$325.00 and due on the 1st day of March 1893 without interest if paid when due. Note No. 2 of \$325.00 and due on the 1st day of March 1894 with interest at 8 per cent.

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 or 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 or his 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 or 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

Wm Mesenheimer

E. E. Wise

Sarah H. Wise

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 25 day of April, A. D. 1892, before me Wm Mesenheimer, a Notary Public in and for said County and State, came E. E. Wise and Sarah H. Wise husband and 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 July 27 1893

Wm Mesenheimer

Notary Public.

Recorded June 4 A. D. 1892, at 11 o'clock A. M.

James Brooks

Register of Deeds

The following is indorsed on the original instrument
\$650, March 1, 1894 Received of E. E. Wise and Sarah H. Wise the within named mortgage
the sum of Six hundred and fifty Dollars in full satisfaction of the within mortgage
James Warner

Recorded July 17th 1894
James Brooks
Register of Deeds