

JOURNAL CO., LAWRENCE, KAN.

The following is endorsed on the original instrument:
 The note herein described having been paid in full this mortgage
 is hereby released and the title thereto created discharged
 As witness my hand this 15 day of February, A. D. 1893
 James L. Gilmore

Recorded February 17th 1893
 James Brooks
 Register of Deeds

This Indenture, Made this 18th day of October in the year of our
 Lord one thousand eight hundred and ninety two between
Mattie Wagner and James B. Wagner her husband
 of Douglas in the County of Douglas and State of Kansas
 of the first part, and James L. Gilmore
 of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of
Seven hundred and seventy five 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: All of that part of the South half of the South East quarter of Section
Twenty one (21) in Township Twelve (12) Range Twenty (20) lying North of the Kansas Pacific
Railroad and West of the Havenworth Branch of said Kansas Pacific Railway containing
Thirty Three (33) 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
Mattie Wagner and James B. Wagner her husband
 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 except a mortgage of Eleven
Hundred Dollars to which said mortgage this mortgage is subject

This grant is intended as a Mortgage to secure the payment of the sum of
Seven hundred and seventy five Dollars
 according to the terms of One certain Promissory Note this day executed and delivered by the
 said Mattie Wagner and James B. Wagner to the said party of the second part:
for the sum of Seven hundred and seventy five Dollars, payable on the 1st day of March 1893
with interest at the rate of 10% per annum from maturity

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 overplus, if any there be, shall be paid by the party making such sale on
 demand to the said Mattie Wagner and James B. Wagner her husband
 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
Mattie Wagner (SEAL.)
James B. Wagner (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS, } ss.
 County of Douglas

Be it Remembered, That on this 18th day of October, A. D. 1892, before me
N. C. Spangler, a Notary Public in and for said County and
 State, came Mattie Wagner and James B. Wagner her husband
 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 15th 1894
 Recorded Oct 18 A. D. 1892, at 37 o'clock P. M.
N. C. Spangler Notary Public.
James Brooks Register of Deeds.