

This Indenture, Made this First day of March in the year of our Lord one thousand eight hundred and ninety three between Jerome Warner and Lizzie E. Warner his wife of Mellows Springs Township in the County of Douglas and State of Kansas of the first part, and J. Robacker of Coffey County Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Twelve Hundred Fifty (\$1250.00) 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 North Half (1/2) of the South East quarter (1/4) of Section Eleven (11) Township Fifteen (15) Range Nineteen (19) containing 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 at the delivery hereof they are the lawful owners of the premises above granted, and seized of 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 Twelve Hundred and Fifty Dollars according to the terms of One certain Promissory Note this day executed and delivered by the Parties of the first part to the said party of the second part: due and payable five years from date, with interest at the rate of seven percent per annum, payable semi-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 executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisalment 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 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

John Andrew

Jerome Warner
Lizzie E. Warner

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, } ss.
County of Franklin

Be it Remembered, That on this 11 day of March, A. D. 1893, before me John Andrew, a Notary Public in and for said County and State, came Jerome Warner and Lizzie E. Warner 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 11 10 1895

Recorded March 14 A. D. 1893, at 7 o'clock P M.

Notary Public

Register of Deeds

The following is indorsed 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 30 day of April A. D. 1896
J. Robacker.

James Brooks

Register of Deeds

Douglas County

J. A.