

This Indenture, Made this Ninth day of December in the year of our Lord one thousand eight hundred and ninety three between William Warner an unmarried person of Mellow Springs in the County of Douglas and State of Kansas of the first part, and Mrs. F. M. Dyckman of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Four Hundred 400 DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has 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 East Half (6') of the South West Quarter (S.W. 1/4) of Section No Seven (7) in Township No. Fifteen (15) of Range No Nineteen (19)

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part do hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a 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 Four Hundred Dollars according to the terms of One certain Coupon Note this day executed and delivered by the said William Warner and Charles Warner to the said party of the second part: due in two years, with seven per cent interest 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 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 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 William Warner her heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

William Warner (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 9th day of Dec, A. D. 1893, before me James Brooks, a Notary Public in and for said County and State, came William Warner a single person

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 Nov 4 1897 James Brooks Notary Public.  
Recorded Dec 17 A. D. 1893, at 4<sup>30</sup> o'clock P-M.

James Brooks  
Register of Deeds.

*The following is endorsed in Original Instrument  
The note herein described having been paid in full, this mortgage  
is hereby released and the lien thereby created is charged off  
Now witness my hand this fourteenth day of December A.D. 1893  
Mrs. F. M. Dyckman*

Recorded Dec 21, 1893

*James Brooks  
Notary Public  
By Fred Brooks, Deputy*

