

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 26th day of February in the year of our Lord one thousand eight hundred and ninety four between Samuel D. Wise and Laura A. Wise husband and wife of Leconington Mo in the County of Douglas and State of Kansas of the first part, and Sally Fitzpatrick of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two Hundred and 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 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 Sixty (60) acres of the South West quarter of Section Thirteen (13) Township Twelve (12) Range Seventeen (17)

with all the appurtenances, and all the estate, title and interest of the said part^{ies} of the first part therein. And the said Samuel D. Wise 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 Two Hundred and fifty dollars

This grant is intended as a Mortgage to secure the payment of the sum of Two Hundred and fifty Dollars according to the terms of a certain promissory note this day executed and delivered by the said Samuel D. Wise and Laura A. Wise to the said party of the second part: said note being given for the sum of Two Hundred and fifty dollars dated February 26th 1894 due and payable in two years from date thereof with eight percent interest from date said interest 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 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 Samuel D. Wise heirs and assigns.

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

Signed and delivered in presence of

Samuel D. Wise (SEAL.)
Laura A. Wise (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS,
 County of Douglas ss.

Be it Remembered, That on this 26 day of February, A. D. 1894, before me W. E. Stone, Justice of the Peace, a Notary Public in and for said County and State, came Samuel D. Wise and Laura A. Wise to me personally known to be the same person^{al} 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 18
 Recorded March 2nd A. D. 1894, at 11⁴⁵ o'clock A. M.

W. E. Stone, Justice of the Peace
James Brooks
 Register of Deeds.

The following is endorsed on the original instrument
 \$200⁰⁰ Received of Samuel D. Wise and Laura A. Wise. The within named mortgagees the sum of Two Hundred and fifty Dollars in full satisfaction of the within Mortgage.
Sally Fitzpatrick

State of Missouri, County of St. Louis, 3rd day of March 1895, came Sally Fitzpatrick to me to sell the property above mentioned. I was duly sworn and she acknowledged the same. This day and year above mentioned.
W. E. Stone, Justice of the Peace
 My Comm. expires 10-1899
W. E. Stone, Justice of the Peace
 Recorded June 22, 1895. W. E. Stone, Justice of the Peace
James Brooks
 Register of Deeds.