

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 26 day of March in the year of our Lord one thousand eight hundred and ninety Five between James H. Wade and Mary Wade of Clinton in the County of Franklin and State of Kansas of the first part, and Samuel Marks of the second part,

**Witnesseth**, That the said parties of the first part in consideration of the sum of One 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 West half of the South West Quarter of Section No. Eight (8) in Township No. 15 North and Range No. 10 West (10) East of the First Principal Meridian containing 30 acres more or less First parties reserve the privilege of paying loan in three years or any interest payment thereafter on giving second forty thirty days notice in writing

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said James H. Wade and Mary Wade 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 and will warrant and defend the same against the lawful claims of all persons whomsoever

This grant is intended as a Mortgage to secure the payment of the sum of One Hundred and Fifty Dollars according to the terms of One certain Note this day executed and delivered by the said James H. Wade and Mary Wade to the said party of the second part: payable in five years after date with interest according to ten coupons attached to said note

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 and 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 for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said James H. Wade his 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

L. I. StuleJames H. Wade  
Mary S. Wade

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

**Be it Remembered**, That on this 26 day of March, A. D. 1895, before me, L. I. Stule, a Notary Public in and for said County and State, came James H. Wade & Mary Wade 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 June 18 1898Recorded March 26 A. D. 1895 at 7 o'clock P. M.

Notary Public.

James Brooke  
Register of Deeds.

The following is endorsed 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 16 day of Feb. 1898  
Samuel Marks

Recorded Feb. 19-1898 G. B. Lawrence  
Register of Deeds By H. B. Lawrence