

This Indenture, Made this Twenty Eight day of January in the year of our Lord one thousand eight hundred and ninety seven between David A. Hagerman and Esther A. Hagerman, his wife of Vinland in the County of Douglas and State of Kansas of the first part, and Edward J. Anderson of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Three Hundred and Twenty 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 part 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 East quarter of the North East quarter of Section Number Twelve (12) Township fourteen (14) Range Twenty (20) East of the sixth principle Meridian

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said David A. Hagerman and Esther A. Hagerman, his wife 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

This grant is intended as a Mortgage to secure the payment of the sum of Three Hundred and Twenty five Dollars according to the terms of certain Note of hand this day executed and delivered by the said David A. Hagerman & wife to the said party of the second part:

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 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 David A. Hagerman, 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

David A. Hagerman (SEAL.)
Esther A. Hagerman (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 28 day of January, A. D. 1897, before me, the undersigned, a Notary Public in and for said County and State, came David A. Hagerman and Esther A. Hagerman, his wife 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 Dec 30 1899 Joseph Sliff Notary Public.
Recorded January 30 A. D. 1897, at 10 o'clock A. M.

James Brooks Register of Deeds.

The following is a copy of an original instrument
The note herein described having been paid in full this twenty eight
is hereby released and the fee is hereby created and charged
Recorded June 18 1897
Edward J. Anderson
H. H. Norman Register of Deeds