

This Indenture, Made this 16th day of June in the year of our Lord one thousand eight hundred and ninety seven between Clara B. Wagstaff and Robt B. Wagstaff her husband of Lawrence in the County of Douglas and State of Kansas of the first part, and Sena M. March of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Six hundred 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 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: Lot No (108) One hundred Eight Kentucky Street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Clara B. Wagstaff and Robt B. Wagstaff do— hereby covenant and agree that at the delivery hereof they are the lawful owner-s. of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances except a certain mortgage of One thousand Dollars to Kansas Bldg & Loan Association of Lawrence dated June 16-1897

This grant is intended as a Mortgage to secure the payment of the sum of Six hundred according to the terms of One certain Note this day executed and delivered by the said Clara B. Wagstaff & Robt B. Wagstaff to the said party of the second part: payable on or before 3 years after date with interest from date at 8% 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 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 parties of the first part, their 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

Louis F. Selig

Clara B. Wagstaff (SEAL.)
Robt. B. Wagstaff (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 16th day of June, A. D. 1897, before me, Louis F. Selig, a Notary Public in and for said County and State, came Clara B. Wagstaff and Robert B. Wagstaff her husband 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 December 1, 1900 Louis F. Selig Notary Public.
Recorded June 18 A. D. 1897, at 3⁵⁰ o'clock P. M.

James B. Proff Register of Deeds.

The following is endorsed on the original instrument.
The book herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand, this 2^d day of May A.D. 1901—
Sena M. March
Attest: W. F. March

Recorded May 3-1901
W. F. March
Register of Deeds
Attest: W. F. March
Deputy