

This Indenture, Made this Sixteenth day of February in the year of our Lord one thousand eight hundred and ninety eight between James A. Wade and Mary S. Wade of Worden in the County of Douglas and State of Kansas of the first part, and Samuel Marks of the second part.

Witnesseth, That the said part is of the first part in consideration of the sum of Three 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 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 west half of the South west quarter of Section No. Eight (8) in Township No. Fifteen (15) South of Range No. Nineteen (19) East of the Sixth Principal Meridian Kansas containing 80 acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said James A. Wade and Mary S. 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

This grant is intended as a Mortgage to secure the payment of the sum of

Three hundred and fifty Dollars according to the terms of one certain note this day executed and delivered by the said James A. Wade and Mary S. Wade to the said part of the second part: Payable in five years with semi annual interest according to ten coupons attached to 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 part 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 part 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 part of the second part his executors, administrators or assigns, on demand to the said James A. Wade his heirs and assigns.

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

Signed and delivered in presence of

James A. Wade (SEAL.)  
Mary S. Wade (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, }  
County of Douglas } SS.



Be it Remembered, That on this 16 day of Feby. A. D. 1898, before me, L. S. Steele, a Notary Public in and for said County and State, came James A. Wade 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 June 18<sup>th</sup> 1898 L. S. Steele Notary Public.  
Recorded June 18<sup>th</sup> 1898 at 3 o'clock P.M.

State of Kansas }  
Franklin County } SS.

Be it remembered that on this 17 day of Feby A.D. 1898 before me C. A. Smart a Notary Public in and for said County and State came Mary S. Wade to me personally known to me to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires Aug. 2 1901 C. A. Smart Notary Public

Recorded February 19<sup>th</sup> 1898 at 3 o'clock P.M.

L. S. Steele  
Register of Deeds

The following is endorsed on the original instrument:  
It is not herein described having been paid in full, this mortgage is hereby released, and the lien hereby created is discharged. Witness my hand this 11 day of November A. D. 1901 - Samuel Marks

Recorded Nov. 11 - 1901  
By L. S. Steele Register of Deeds  
By Willie B. Johnson Deputy