

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Fifth day of December in the year of our Lord one thousand eight hundred and ninety Eight between Sarah E. Wade and Daniel L. Wade, her husband of Endora in the County of Douglas and State of Kansas of the first part, and Joseph P. Wilson of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five 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: The North half of the South East quarter of Section Four Township Fourteen Range Twenty one containing Eighty acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part all of the first part therein. And the said Sarah E. Wade and Daniel L. Wade do hereby covenant and agree that at the delivery hereof they are 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

This grant is intended as a Mortgage to secure the payment of the sum of Five Hundred Dollars according to the terms of One certain promissory note this day executed and delivered by the said Sarah E. Wade and Daniel L. Wade to the said part her of the second part:

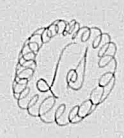
and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said part her 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 part her making such sale on demand to the said Sarah E. Wade and Daniel L. Wade her husband heirs and assigns.

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

Signed and delivered in presence of

Sarah E. Wade (SEAL.)  
Daniel L. Wade (SEAL.)  
\_\_\_\_\_  
(SEAL.)  
\_\_\_\_\_  
(SEAL.)

STATE OF KANSAS, } SS.  
County of Douglas



Be it Remembered, That on this 5<sup>th</sup> day of December, A. D. 1898, before me, C. F. Richards a Notary Public in and for said county and State, came Sarah E. Wade and Daniel L. 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 April 1 1902 C. F. Richards Notary Public.  
Recorded December 17 A. D. 1898, at 8<sup>30</sup> o'clock A.-M.

H. B. Bowman  
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 herein thereby created discharge*  
*Do Witness My hand this 11<sup>th</sup> day of August A.D. 1904.*  
*Joseph P. Wilson*  
*Attent L. C. Davis.*  
*Recorded Oct 21<sup>st</sup> 1904.*  
*W. L. Armstrong.*  
*Register of Deeds.*