

This Indenture, Made this 14th day of October in the year of our Lord one thousand eight hundred and ninety six between Bert Wiggins & his wife Madge R. Wiggins of Lantern in the County of Douglas and State of Kansas of the first part, and Henry C. Wiggins of the second part,

Witnesseth, That the said part is of the first part in consideration of the sum of Eight Hundred (\$800) 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: 1/4 South West quarter of Section thirty-five (35) in township twelve (12) of Range nineteen (19)

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said parties of the first part 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 excepting a Mortgage of \$1500.

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

according to the terms of one certain promissory note this day executed and delivered by the said Bert Wiggins & Madge R. Wiggins to the said part is of the second part: for \$500 due in 4 years from date & payable to Henry C. Wiggins or order

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 is 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, appraisalment hereby waived or not at the option of the part is 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 is of the second part making such sale on demand to the said heirs and assigns.

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

Signed and delivered in presence of

Bert Wiggins (SEAL.)  
Madge R. Wiggins (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this 14th day of October, A. D. 1896, before me, John Charlton a Notary Public in and for said county and State, came Bert Wiggins & Madge R. Wiggins, 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 August 26th 1900 John Charlton Notary Public.  
Recorded Oct. 5, A. D. 1896, at 9:20 o'clock A. M.

W. D. Oxman  
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. We witness my hand this 27th day of Dec. A. D. 1903.  
Henry C. Wiggins.

Recorded Dec 29th 1903.  
A. W. Wintershaw.  
Register of Deeds.