This Indenture, Made this Seventeenth day of March in the year of our Lord one thousand eight hundred and eighty Eight, between James M. Charles a single man of the County of Douglas and State of Kansas, of the first part, and August Wulfkuhle of same place of the second part.

Witnesseth, That the said party of the first part, in consideration of the sum of Four Hundred Dollars, to him duly paid, the receipt of which is hereby acknowledged, hath sold, and by these presents doth 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:

The North West Quarter of the North East Quarter of Section No Twelve (12) in Township No Thirteen (13) South of Range No Twenty (20) East of the Principal Meridian. Containing Forty (40) acres of land more or less with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part doth hereby covenant and agree that at the delivery hereof he is 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, and that he will Warrant and Defend the same against all claims whatsoever.

This Grant is intended as a Mortgage to secure the payment of the sum of Four Hundred Dollars, due and payable in three (3) years from date thereof with interest thereon from date at ten per cent per annum, according to the terms of a certain promissory note this day executed and delivered by said James M. Charles to the said party of the second part; and this conveyance shall be void if such payment be made as in said note and in this instrument specified.

And the said party of the first part hereby agrees to pay all taxes and assessments levied and assessed against said premises before any costs or penalties shall accrue thereon, in default whereof said party of the second part may pay such taxes, and any penalties and costs which may have accrued thereon, and such taxes, penalties, costs and insurance, shall from the date of payment be an additional lien under this mortgage, on said above described premises, and shall bear interest at the rate of twelve per cent per annum. But if default be made in the payment of said note, or any part thereof, or any interest thereon, or of the taxes, then this conveyance shall become absolute, and the whole amount specified in said note and the interest thereon, and all taxes and insurance paid by said second party or his assigns, become and be due and payable, or not, at

I hereby certify that the mortgage fee & payment of the — note secured by the mortgage herein recorded are cancelled & discharged — same mortgage filed for record March 5 1889 & entered August 7. 1889 & recorded

Albert Wolf
Register of Deeds