

This Indenture, Made this Eight day of January in the year of our Lord one thousand eight hundred and ninety six between James H. Borel and Emma his wife of Wichita in the County of Douglas and State of Kansas of the first part, and James P. Borel of same place of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of One Thousand 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 North east fractional quarter (1/4) of section number thirty-two (32) in Township number twelve (12) in Range number twenty (20) being the same land conveyed by James P. Borel to James H. Borel by deed bearing date Oct. 8th 1895.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said James H. Borel do 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

This grant is intended as a Mortgage to secure the payment of the sum of One Thousand Dollars, on or before five years from date according to the terms of One certain boufion note this day executed and delivered by the said James H. Borel & wife to the said part 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 of the second part 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 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 making such sale on demand to the said to said James H. Borel his heirs and assigns.

In Witness Whereof, The said part 1st of the first part, ha - hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

J. H. Borel (SEAL.)
Emma Borel (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 8th day of January, A. D. 1896, before me, Charles Chadwick, a Notary Public in and for said County and State, came James H. Borel and Emma Borel husband and 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 Sept 11 1899
Recorded January 10 A. D. 1896 at 12:45 o'clock P.M.

Charles Chadwick
James Brooke
Notary Public,
Douglas Co
Register of Deeds.

The following is indorsed on the original instrument
The notes herein described having been paid in full this mortgage
is hereby released and the land hereby mortgaged is discharged
Witness my hand this 13th day of February A. D. 1901
James P. Borel
Wichita
Register of Deeds
Recorded Feb 13 1901
W. H. Lawrence