

**This Indenture**, Made this Seventh day of May, in the year of our Lord one thousand eight hundred and ninety six, between William R. Atlee and Elizabeth A. Atlee his wife of the Township of Clinton, in the County of Douglas and State of Kansas, of the first part, and Myron Boardman of State of New York of the second part,

**Witnesseth**, That the said party of the first part in consideration of the sum of Fifteen 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 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 East half of the South West quarter of Section Number Twenty-nine (29) in Township Number Thirteen (13) of range number Nineteen (19) containing 80 acres more or less, also beginning forty (40) rods west of the North East corner of the South West quarter of section number Three (3), in Township Number Thirteen (13) Range Nineteen (19) and running thence West on the North line of said quarter section forty (40) rods to a stake thence South and parallel with the West line of said quarter section eighty (80) rods to a stake thence East forty (40) rods to a stake thence North eighty rods to the place of beginning containing 80 acres more or less, with all the appurtenances; and all the estate, title and interest of the said party of the first part therein. And the said

William R. Atlee and Elizabeth Atlee his wife 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 of every nature and kind whatsoever.

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

Fifteen hundred dollars

according to the terms of One certain Coupon Mortgage Note this day executed and delivered by the said Parties of the first part to the said party of the second part: payable five years after date with interest at 10% after maturity, but in meantime and until maturity at rate of 7% semi annually according to interest coupons thereto attached.

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 therefor, 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 party 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 party 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 party making such sale on demand to the said parties of the first part their heirs and assigns. Mortgagors reserve privilege of paying \$100 or any multiple thereof on account of principal at time interest is payable.

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

*Signed and delivered in presence of*

annie Watt

Mr. R. Atlee (SEAL.)

Elizabeth R. Atlee (SEAL.)

(SEAL.)

STATE OF KANSAS, { ss.  
County of Douglas }

(SEAL.)

**Be it Remembered**, That on this 7 day of May, A. D. 1896, before me,

Hugh Blair, a Notary Public in and for said County and

State, came William R. Atlee and Elizabeth Atlee his wife

to me personally

known to be the same persons 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 7-8-96 1897 Hugh Blair Notary Public.

Recorded May 8 A. D. 1896 at 7:40 o'clock P. M.

Jesse Brooks Register of Deeds.

Recorded May - 8-1901  
by John H. Phillips  
Deputy  
By Willie W. Copeland