

This Indenture, Made this Fourteenth day of August in the year of our Lord one thousand eight hundred and ninety seventy between Ransler H. Wheeler and Emma Wheeler, his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and William Allenbrook, of Douglas County, Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two 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 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: That part of the North East quarter of Section No. Twenty Three (23), Township No. Thirteen (13) South of Range No. Nine (9) East of the 6th M., which lies North of the Wakarusa River, about six (6) acres, also that part of the South East quarter of Section No. Fourteen (14), Township No. Thirteen (13) South of Range No. Nine (9) East of the 6th M., which lies North of the Wakarusa River, except Eleven (11) acres lying between the Wakarusa River and the Lake, in the East side of said quarter section bounded on the South by the center of said river, on the West by a portion of the West line of said quarter section extending between said Lake and River, and on the North by the center of said Lake, said tract extending East far enough to include Eleven (11) acres, containing in all One hundred and forty (140) acres more or less with all the appurtenances, and all the estate, title and interest of the said parties 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 owners 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 Two Thousand Dollars according to the terms of five certain promissory notes and coupons this day executed and delivered by the said parties of the first part to the said party of the second part. All made of even date for four hundred dollars each, bearing seven percent interest and due in five years after this date. It is understood and agreed that the makers of said notes may if they desire pay the principal of any one or more of said notes at any interest paying period interest being payable semi-annually 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 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.

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

Signed and delivered in presence of

Ransler H. Wheeler (SEAL.)

Emma Wheeler (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 14th day of August, A. D. 1897, before me, Joseph G. Riggs, a Notary Public in and for said County and State, came Ransler H. Wheeler and Emma Wheeler, 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 March 29, 1901

Recorded Aug 14 A. D. 1897, at 12:10 o'clock — M.

Notary Public.

Register of Deeds.

The following is indexed on the original instrument of the note herein described having been paid in full this mortgage is hereby released, and the lien thereby created discharged.
As witness my hand this 7th day of January A.D. 1898

Recorded January 17th 1898 William Allenbrook