

This Indenture, Made this 9th day of February in the year of our Lord one thousand eight hundred and ninety Eight between Fred S. Sanger and Dora S. Sanger his wife of Lane in the County of Franklin and State of Kansas of the first part, and William Plasket of the second part.

Witnesseth, That the said part 1st of the first part in consideration of the sum of fifteen hundred (\$1500.00) 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 2d 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: Commencing at the northwest corner of the northeast quarter of section 70, thirty-two (32) Township fourteen (14) of Range twenty (20) thence south along the west line of said quarter section, ninety-five and 8/10 (95 8/10) rods thence east forty-nine and 7/8 (49 7/8) rods, thence south sixty-four and 1/2 (64 1/2) rods to the south line of said quarter section, thence east one hundred and ten and 1/2 (110 1/2) rods to the south east corner of said quarter section, thence north on the east line of said quarter section fifty-eight (58) rods thence west about eighty-six and 7/8 (86 7/8) rods to the west line of the right of way of the Southern Kansas branch of the At & P. R. R. Co. thence north along the right of way of said right of way to the north line of said quarter section thence west to the place of beginning, excepting the right of way of said right of way, with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Fred S. Sanger and Dora S. Sanger do hereby covenant and agree that at the delivery hereof they are the lawful owner s 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 Fifteen Hundred Dollars

according to the terms of three certain promissory notes this day executed and delivered by the said Fred S. Sanger and Dora S. Sanger to the said part 2d of the second part: Each in the sum of \$500.00 due March 1st 1899, March 1st 1900 & March 1st 1901, respectively, with interest from date at the rate of six per cent per annum, interest payable 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 part 2d 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 part 2d 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 2d making such sale on demand to the said Fred S. Sanger his heirs and assigns.

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

Signed and delivered in presence of

G. W. Hofeinger

Fred S. Sanger (SEAL.)
Dora S. Sanger (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Franklin } SS.



Be it Remembered, That on this 9 day of February, A. D. 1898, before me, G. W. Hofeinger, a Notary Public in and for said County and State, came Fred S. Sanger and Dora S. Sanger husband & wife to me personally known to be the same person s 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 Oct 5th 1898

Recorded Feb 10

A. D. 1898, at 11 o'clock A-M.

G. W. Hofeinger
Notary Public.

G. B. Norman
Register of Deeds.

The following is a copy of the original instrument. The note herin described having been paid in full, this mortgage is hereby released, and the lien thereby created is charged as void and of no effect.

William Plasket

Recorded Dec. 10, 1900
G. B. Norman, Register of Deeds
By Allen B. Norman - Deputy