

This Indenture, Made this Ninth day of February in the year of our Lord one thousand eight hundred and ninety eight between Jessie M. Ducker and C. H. Ducker her husband of Lawrence in the County of Douglas and State of Kansas of the first part, and Myron B. Boardman of the second part,

Witnesseth, That the said parties 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 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 South one quarter (1/4) of Lot number forty seven (47) all of Lot number forty nine (49) and the North half (1/2) of Lot number fifty one (51) on Louisiana Street in the City of Lawrence in said County and State

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 One Thousand Dollars

according to the terms of one certain Real Estate mortgage note this day executed and delivered by the said Parties of the first part to the said party of the second part: Payable two years after date with interest thereon according to the terms of said note and 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 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 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 of the second part 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 seals the day and year first above written.

Signed and delivered in presence of

Hugh Blair

Jessie M. Ducker (SEAL.)

C. H. Ducker (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.



Be it Remembered, That on this 9th day of February, A. D. 1898, before me, Hugh Blair, a Notary Public in and for said County and State, came Jessie M. Ducker + C. H. Ducker her husband 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 28th Decr 1901. Hugh Blair Notary Public.
Recorded February 14th A. D. 1898, at 3³⁰ o'clock P.M.

Myron B. Boardman
Register of Deeds.

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 13th day of October A. D. 1922

Attest:

Annie S. Boardman

Recorded Oct. 13 1922

Estelle M. Ducker

Register of Deeds

Myron B. Boardman Sep -

(For Partial Release - See Book #8 Page 133)
(For Warranty Instrument - See Book #8 Page 132)