

This Indenture, Made this 3rd day of August in the year of our Lord one thousand eight hundred and ninety eight between Ransler H. Wheeler and Emma Wheeler his wife of Wakarusa Township in the County of Douglas and State of Kansas of the first part, and Myron Boardman of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Seven 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: that part of the North East quarter of Section 23 Township 13 South of Range 14 East of the 6th P.M. which lies North of the Wakarusa River, about 6 1/2 acres; also that part of the South East quarter of Section 14 Township 13 South of Range 14 East of the 6th P.M. which lies North of the Wakarusa River except 6 1/2 acres lying between the Wakarusa River and the Lake in the West 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 to said Lake and River and on the North by the center of said Lake, said tract extending East far enough to include 6 1/2 acres, containing in all 140 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 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 Seven Hundred 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 Five 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 surplus, if any there be, shall be paid by the party of the first part their heirs and assigns. Mortgage reserved to pay 100 or any multiple thereof on principal at time of any interest payment

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

Ransler H. Wheeler (SEAL.)
Emma A. Wheeler (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 3rd day of August A. D. 1898, before me, Hugh Blair, 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 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 28th DECEMBER 1901

Recorded August 5th A. D. 1898, at 5⁰⁷ o'clock P. M.

Hugh Blair Notary Public.
W. Boardman Register of Deeds.

The following is endorsed on the original instrument
The note herein having been paid in full this mortgage is hereby
Released, and the same hereby created discharge
As witness my hand this third day of August 1898
Attest Evelyn S. Boardman, Myron Boardman,
U. S. Boardman

Recorded Nov 30th 1903.
W. W. Dringstrong
Register of Deeds

