

This Indenture, Made this Seventeenth day of June in the year of our Lord one thousand eight hundred and ninety nine between Charles H. Wheeler and Emma A. Wheeler his wife of Wakarusa Township in the County of Douglas and State of Kansas of the first part, and Stella Boardman of the second part,

Witnesseth, That the said part of the first part in consideration of the sum of Five 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 her 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, Range 14, East of 6th P.M. which lies north of the Wakarusa River about 6 acres, also that part of the southeast quarter of section 14, Township 13, Range 14, East of 6th P.M. which lies north of the Wakarusa River, except eleven (11) acres lying between the Wakarusa River and the lake in the west side of said quarter section bounded on the south by the centre 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 centre of said River. The land hereby conveyed and mortgaged containing said tract extending east far enough to include 11 acres. The land hereby conveyed and mortgaged containing 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 owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances said and except one certain mortgage of \$700, made 18th August 1898 to Myron Boardman

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

according to the terms of One certain 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 semi annual interest according to coupon attached to said note and with privilege reserved to pay \$100 or any multiple thereof at any time. Principal money and interest any payment of interest falls due 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 her 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 of the second part her 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

Hugh Blair

R. H. Wheeler (SEAL.)

Emma A. Wheeler (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 17th day of June, A. D. 1897, before me,

Hugh Blair a Notary Public in and for said county and

State, came Charles H. Wheeler and Emma A. Wheeler

his wife to me personally

known to be the same person 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 28 Decy. 1901 Hugh Blair

Recorded June 19th A. D. 1897, at 10¹² o'clock A. M. Notary Public.

W. Boardman
Register of Deeds.



The following is Enclosed on the original instrument.
\$ 500.00 July 6th 1904 Received of Charles H. Wheeler
The within named mortgage the sum of Five
hundred and no Dollars in full Satisfaction
of the within Mortgage. Stella Boardman
Recorded March 3rd 1904
J. C. Chambers
Register of Deeds.