

JOURNAL CO., LAWYER, KAN.

This Indenture, Made this ninth day of January in the year of our Lord one thousand eight hundred and ninety nine between Joseph L. Hatten and Josie Hatten his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Myron Boardman of the second part,

Witnesseth, That the said part is of the first part in consideration of the sum of Twelve hundred and fifty 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 y 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 north ninety five (95) acres of north east quarter (1/4) of section Two (2) in Township Thirteen (13) of Range thirteen (13) East of 6 P.M. less a tract nine (9) chains long east and west by Two (2) chains north and south out of the south east corner of said ninety five (95) acres

with all the appurtenances, and all the estate, title and interest of the said part is 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

This grant is intended as a Mortgage to secure the payment of the sum of Twelve hundred and fifty 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 part y of the second part: Payable three 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 part y 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 y 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 cost and charges for making such sales, and the overplus, if any there be, shall be paid by the part y 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 hand and seal the day and year first above written.

Signed, sealed and delivered in presence of

Jennie Hatt

Joseph L. Hatten (SEAL.)
Josie Hatten (SEAL.)

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this 9 day of January, A. D. 1900, before me, Jennie Hatt, a Notary Public in and for said county and State, came Joseph L. Hatten and Josie Hatten 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 30 Nov. 1900

Recorded January 10 A. D. 1900, at 10 o'clock AM.

Jennie Hatt Notary Public
W. Boardman Register of Deeds.

The following is enclosed on the original instrument
\$ 1250.00 Lawrence Kansas, Jan 9 1904, Received of John Fritzger
the present owner of the land described in this mortgage, the sum of
Twelve hundred and fifty Dollars in full satisfaction of the within mortgage,
Myron Boardman.

Recorded June 12th 1904.
W. Boardman
Register of Deeds.