

This Indenture Made this 24th day of April in the year of our Lord one thousand eight hundred and eighty three between Philip L. Bourser and Mary M. Bourser his wife of Lapere in the County of Douglas and State of Kansas of the first part and William Wilson of Leavenworth Kan. of the second part.

Witnesseth That these said parties of the first part in consideration of the sum of One Thousand and Fifty \$1050⁰⁰ 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 West quarter 44 of Section No Two 2 Township No. Fifteen 15 South of Range No Seventeen 17 East of the 6th. P. M. Kansas

with the appurtenances and all the estate title and interest of the said parties of the first part therein and the said grantors herein named 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 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 and Fifty Dollars being a part of the purchase money of said above described premises according to the terms of three certain notes interest 8% payable annually this day executed and delivered by the said grantors \$400 due in 1 yr. \$400 in 2 yrs. \$250 in 3 yrs. to the said party of the second part and this conveyance shall be void if such payment be made as herein specified. But if default be made in such payment or any part thereof or interest thereon or the times thereon this conveyance shall become absolute and the whole shall become due and payable and it shall be lawful for 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 of foreclosure hereby waived or not at the option of the party of the second part his executors administrators or assigns and out of all the moneys arising from such sale to retain the amount thereof due for principal and interest together with the costs and charges of making such sale and the surplus if any there be shall be paid by the part making such sale or dividend to the said parties of the first part heirs and assigns.

In Witness Whereof The said parties of the first part have hereunto set their hands and seals the day and year last

For Release See Book 16 Page 148