

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOURNAL CO. Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this sixth day of February in the year of our Lord, Nineteen
hundred and Four, between A. H. Wheeler and Emma A. Wheeler, his wife
the Townships of Wakarusa 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
Fifteen 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: All that portion of the South East quarter (1/4) of Section
Fourteen (14), Township Thirteen (13), Range Nineteen (19), which lies North of the
Wakarusa River except Eleven (11) acres lying between Wakarusa River and
the lake on 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 quar-
ter section extending between said lake and river and on the north by the
center of said lake, said tract extending east far enough to include
Eleven (11) acres. The land hereby conveyed and mortgaged containing in
and by admeasurement 13 1/2 acres more or less.

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
Fifteen Hundred Dollars
 according to the terms of One certain 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 parties 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; 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 of making such sales, and the overplus, if
 any there be, shall be paid by the party of making such sale, on demand, to 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, Sealed and Delivered in Presence of

Hugh BlairA. H. WheelerEmma A. Wheeler

[SEAL]

[SEAL]

[SEAL]

STATE OF KANSAS,

County of DouglasBE IT REMEMBERED, That on this 6th day of Feb A. D. 1904, before meHugh Blair a Notary Public in and for said County and State, came
A. 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 subscribed my name and affixed my official seal on the day and
 year last above written.My Commission Expires 25 Dec 1905Hugh Blair

Notary Public.

Filed for Record the 10 day of February A. D. 1904, at 9:30 o'clock A M.W. H. Armstrong

Register of Deeds.

By J. E. Boardman Deputy.

For Release See Book 44 Pg 42