

MORTGAGE RECORD No. 43.

MORTGAGE Standard Form Journal Co. Printers, Henders and Hunt Book Store, Lawrence, Kan.

This Indenture, Made this Second day of March in the year of our Lord, Thirteen
hundred and Eight, between S. R. Allen and Mattie L. Allen
his wife of the Township of Wakarusa in the County of
Douglas and State of Kansas, of the first part, and

Samuel Schuler of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
Seven hundred and sixty five 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 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 East One hundred and fourteen (114) acres
of the South west fractional quarter (1/4) of Section Twenty-three (23) in Township
thirteen (13) of Range Twenty (20) east of the 4th P.M., and Part of North West fractional
quarter (1/4) of section 23, Township (13) Range 20, East of 4th P.M. viz: Beginning
at the South east corner of said quarter section, thence west on the south line
of said quarter section thirty five (35) chains to the west line of the Shawnee
Indian Reservation, thence North on said line thirty (30) feet to the Center of
the County road; thence in an Easterly direction along the center of said road
to a point in the east line of said quarter section thirty (30) feet
North of said South east corner, thence South thirty (30) feet
to the place of beginning containing Five (5) acres more
or less, in Douglas County Kansas.

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 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 & sixty five Dollars.

according to the terms of One certain Note this day executed

and delivered by the said Parties to the said part of the second part

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 of the second part, 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 part making such sale, on demand, to said heirs and assigns.

IN WITNESS WHEREOF, The said part of the first part ha hereunto set hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

[SEAL.]

[SEAL.]

[SEAL.]

STATE OF KANSAS,

ss.

BE IT REMEMBERED, That on this day of A. D. 1, before me

a Notary Public in and for said County and State, came

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 1

Notary Public.

Filed for Record the day of A. D. 1, at o'clock M.

Register of Deeds.

Deputy.