

**OPTIC Standard Form. JOURNAL Co., Printers, Binders and Blank Book Makers, LAWRENCE, KAN.**

This Indenture, Made this Second day of March in the year of our Lord, Wineteen  
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 part <sup>22</sup> 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 ~~of~~ of the second part persons 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 6th P.M. and part of North West fractional quarter (1/4) of Section 23, Township 13, Range 20, East of 6th P.M. beg: 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 cel 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(s) 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 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 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; 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 making such sale, on demand, to said party of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said part Les of the first part has use hereunto set their hand <sup>s</sup> and seal <sup>s</sup> the day and year first above written.

*Signed, Sealed and Delivered in Presence of*

Hugh Blair.

S. R. Allen

[SEAL]

W. L. Allen

[SEAL]

0000-0001-9867-200X

[SEAI 1]

STATE OF KANSAS, } ss.  
County of Douglas }

BE IT REMEMBERED, That on this 5<sup>th</sup> day of March A. D. 1908, before me

*Hugh Blair* a Notary Public in and for said County and State, came  
*S. R. Allen and Mattie L. Allen his wife (writing M. L. Allen*  
*but identical with and one and same person as Mattie L. Allen)*  
 person(s) 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 28 Dec 1907.

Hugh Blair.

*Notary Public*

Filed for Record the 7<sup>th</sup> day of March A.D. 1908 at 11<sup>25</sup> o'clock A.M.

W. W. Armstrong. Register of Deeds.  
Deputy

### Debuts

For Release see Book 45 Page 90)  
(For Assignment see Book 47 Page 454  
(For Assignment see Book 47 Page 453)

Recorded June 21 at 1910  
7 days & 1/2  
20-21-1910

The following is enclosed as the original instrument  
a notary, deposited having very said plan full this mortgage is hereby  
released, and the less three hundred, discharged.