

The following is contained on the original instrument
 Aug 26th 1889 For Value received I order the within
 Mortgage released from Record. The note thereby secured
 having been paid

Joseph Chamberlain

James Cobble

Recorded August 27th 1889

part, in consideration of the sum of Eight-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:

Lots twenty three (23) twenty five (25) twenty seven (27) twenty nine (29) thirty one (31) thirty three (33) thirty five (35) thirty seven (37) thirty nine (39) forty one (41) forty three (43) Elm Street, and twenty four (24) twenty six (26) twenty eight (28) thirty (30) thirty two (32) thirty four (34) thirty six (36) thirty eight (38) forty (40) forty two (42) forty four (44) Dearborn Street, all in Baldwin City, Kansas, with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein.

And the said Anna Boyd and J. W. Boyd do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seised of a good and indefeasible estate of inheritance therein free and clear of all encumbrances.

This Grant is intended as a Mortgage to secure the payment of the sum of Eight-hundred dollars according to the terms of one certain mortgage note this day executed and delivered by the said Anna E. Boyd and J. W. Boyd to the said party of the second part; said note running three years from date and drawing ten per cent interest per annum from date, and payable semi-annually according to the terms of six coupon notes 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, appraisement hereby waived or not at the option of the party of the second part his executors, administrators or assigns; and out-