

This Indenture, Made this First day of May in the year of our Lord one thousand eight hundred and Eighty Eight between D. S. Gynan & Anna S. Gynan of Lawrence in the County of Douglas, and State of Kansas, of the first part, and O. B. Rearnard of the second part:

Witnesseth, That the said parties of the first part in consideration of the sum of Twelve Hundred and fifty 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, ^{commencing at a point on the west line of} Lot One (1) of the North east quarter of section Thirty one (31) township twelve (12) range twenty six (26) sixteen hundred nineteen (1619) feet north of the southeast corner of said lot one (1): thence north along said east line of lot one (1) one hundred & ninety (190) feet to the south line of Henry street of the City of Lawrence prolonged east, thence west along said south line of Henry street, prolonged four hundred & sixteen feet (416), thence south three hundred & ten (310) feet, thence east, three hundred & sixty four (364) feet, thence north one hundred & twenty feet (120) thence east fifty two (52) feet to the place of beginning with the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said D. S. Gynan & Anna S. Gynan 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, and clear of all incumbrances and they do further expressly waive all benefits of Homestead provided by Section 9, Article 15 of the Constitution of the State of Kansas or any statute in pursuance thereof. This Grant is intended as a Mortgage to secure the payment of the sum of twelve Hundred & fifty Dollars, according to the terms of certain notes executed and delivered by the said D. S. Gynan to the said O. B. Rearnard payable at Lawrence Kansas as follows, to wit:

Two Hundred & fifty dollars on the 17th day of December 1887

" " " " dollars on the 17th day of " 1889

Three Hundred & twenty five dollars on the 16th day of July 1889

" " " " dollars on the 10th day of " 1890

The two former notes bearing date Dec 11/1887 and the two latter bearing date of March 10 1888 with the interest thereon at eight per cent to the said party of the second part. And this conveyance shall be void unless payment be made as is herein specified. But if default be made in such payment, or any part thereof,

In consideration of full payment of the within mortgage I hereby release the same this 1st day of May 1888.

O. B. Rearnard