

This Indenture Made this 31st day of August in the year of our Lord one thousand eight hundred and eighty eight, between James C. Bole and Helen E. Bole his wife of Lawrence in the County of Douglas State of Kansas of the first part, and Mrs. C. H. Smith of the second part.

Witnesseth That the said parties of the first part, in consideration of the sum of Three 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: The South half of Lot Four (4) in Block One (1) Addition in the City of Lawrence - Also Reserve No. 2 in the City of Lawrence less and excepting One hundred feet (100 ft) East & West by Fifty (50) feet North & South in the North West corner of said Reserve also excepting therefrom the following, Commencing 60 fifty feet South of the North West Corner of said Reserve & thence South & twenty four (24) feet thence South & 32° East 22 1/2 feet thence North & 23° East 90 feet thence North & 43 feet thence West 100 feet to the point of beginning, and lies also the Right of way as taken for the Lawrence and Topeka Railway Company with the appurtenances, and all estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant & 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 save one mortgage of date July 25th 1885 in favor of First National Building & Loan Association of Lawrence - Kansas.

This Grant is intended as a Mortgage to secure the payment of the sum of Three hundred Dollars and interest thereon at Nine percent per annum according to the terms of one certain promissory note executed and delivered by the said first parties to J. A. Eidenmiller of Date May 5th 1888 to the said party of the second part; and this conveyance shall be void if such payment 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 shall become due and payable, and it shall be lawful for 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, after notice hereby given or not at the option of the party of the second part his

The following is indorsed on the original instrument:

Received of James C. Bole and Helen E. Bole the within named mortgage

the sum of full payment, in full satisfaction of the within mortgage

Record Secured 1888 1889 of the Block One

Mrs. C. H. Smith

James C. Bole