

This Indenture, Made this 29<sup>th</sup> day of November in the year of our Lord one thousand eight hundred and eighty Eight between Harrison Boyer and Hannah M. Boyer husband and wife of Lawrence in the County of Douglas and State of Kansas of the first part, and John Johnson of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Fifty (\$50.) 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: Sit number twenty four 1/4 in Block thirty three 1/2 in that part of the city of Lawrence known as block Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Harrison Boyer and Hannah M. Boyer 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 Fifty Dollars according to the terms of one certain promissory note this day executed and delivered by the said Harrison Boyer to the said party of the second part: payable sixty days after date with interest at the rate of twelve percent per annum from date

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 of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs 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 the said Harrison and Hannah M. Boyer their heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

Geo. A. Banks

Harrison Boyer (SEAL.)

Hannah M. Boyer (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 29<sup>th</sup> day of November, A. D. 1888, before me, Geo. A. Banks, a Notary Public in and for said County and State, came Harrison Boyer and Hannah M. Boyer husband and wife to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires Dec 12 1892.

Geo. A. Banks

Notary Public.

Recorded Dec 29 A. D. 1888, at 2<sup>00</sup> o'clock P-M.

James Brooks  
Register of Deeds.

This to be seen should having been first in full. This mortgage is hereby released, and the debt hereby acknowledged. Recorded March 18 1889 at 3 o'clock P.M. J. D. Johnson

(Original of Banks 371 Page 290) (H. D. Jones, Clerk, Books 37 Page 291)