

This Indenture, Made this Second day of January in the year of our Lord one thousand eight hundred and eighty nine between Julia B. Boyd and W. L. Boyd of Baldwin City in the County of Douglas and State of Kansas of the first part, and Joseph Chamberlin of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Seven 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 parties 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 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 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961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000 Street 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 Julia B. Boyd and W. L. Boyd 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 Seven hundred Dollars

according to the terms of one certain Note this day executed and delivered by the said Julia B. Boyd and W. L. Boyd to the said parties of the second part: Joseph Chamberlin

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 parties 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 parties 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 surplus, if any there be, shall be paid by the parties making such sale on demand to the said Julia B. Boyd heirs and assigns.

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

Signed and delivered in presence of

A. L. Pasley

William L. Boyd (SEAL.)

Julia B. Boyd (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS.

County of Douglas } ss.

Be it Remembered, That on this 2nd day of January, A. D. 1889, before me, A. L. Pasley, a Notary Public in and for said County and State, came William L. Boyd and Julia B. Boyd personally 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 Sept 7 1877.

A. L. Pasley

Notary Public.

Recorded Jan 3 A. D. 1889, at 5:30 o'clock P M.

James Brooks

Register of Deeds.

The following is a copy of the original instrument. The Note herein described having been paid in full, this mortgage is hereby released, and the live hereby created discharged. We, Notary, our hand and seal this 2nd day of January, A. D. 1890. Recorded January 2nd 1890. James Brooks Notary Public.

The following is a copy of the original instrument. The Note herein described having been paid in full, this mortgage is hereby released, and the live hereby created discharged. We, Notary, our hand and seal this 2nd day of January, A. D. 1890. Recorded January 2nd 1890. James Brooks Notary Public.