

This Indenture, Made this 24 day of February in the year of our Lord one thousand eight hundred and eighty eight between Paul Bouders and Amanda Bouders his wife of Seecompton in the County of Douglas and State of Kansas of the first part, and Carrie F. Regel of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One hundred and thirty 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 her 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: Lot numbered twelve (12) in Block numbered thirty seven (37) in the City of Seecompton according to the published Plat thereof

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Paul Bouders and Amanda Bouders 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 One hundred and thirty dollars and the interest thereon according to the terms of one certain promissory note this day executed and delivered by the said Paul Bouders to the said party of the second part:

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 her 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 her 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 Paul Bouders and Amanda Bouders their heirs and assigns.

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

Signed and delivered in presence of

Paul Bouders (SEAL.)

Amanda Bouders (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 24 day of February, A. D. 1887, before me, J. H. Bonebrake, a Notary Public in and for said County and State, came Paul Bouders and Amanda Bouders his 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 Jan 27 1892.

Recorded Jan 31 A. D. 1887, at 5<sup>20</sup> o'clock A-M.

J. H. Bonebrake Notary Public.

James Brooks Register of Deeds.

The following is endorsed on the original instrument  
in consideration of full payment of the mortgage mortgage  
of Paul Bouders and Amanda Bouders his wife  
of the County of Douglas, State of Kansas  
Recorded March 17, 1891  
James Brooks, Register of Deeds

The following is endorsed on original instrument  
In consideration of full pay-  
ment of the within mortgage  
I hereby release the same this  
10 day of Jan 1891  
James Brooks, Register of Deeds  
12/10/91 W. Carman, Deputy