

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 14th day of May in the year of our Lord one thousand eight hundred and ninety one between Edward Boucher and Minnie Boucher his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Lephia O Brown of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One 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 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: Lots Eleven (11) Twelve (12) Thirteen (13) Fourteen (14) Fifteen (15) Sixteen (16) Seventeen (17) and Eighteen (18) in North East Central Sub-division of 6 acres more or less of Co. 1/2 of N. 1/2 of N. W. 1/4 of S. W. 1/4 Section twenty-nine (29) Township Twelve (12) Range Twenty (20) in North Lawrence in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree, 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 fifty Dollars according to the terms of One certain promissory note this day executed and delivered by the said Edward and Minnie Boucher to the said party of the second part: payable three (3) years from date at The Lawrence Nat. Bank of Lawrence Kas with interest at the rate of Eight (8) percent per annum payable annually

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 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 Edward Boucher his 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

Edward Boucher (SEAL)Minnie Boucher (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 14 day of May, A. D. 1891, before me Alfred Whitman, a Notary Public in and for said County and State, came Edward Boucher and Minnie Boucher 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 July 17 1895 Alfred Whitman Notary Public.Recorded June 5 A. D. 1891, at 3 o'clock P. M.James Brooks Register of Deeds

The following is indicated on the original instrument:
 The notes herein described having been paid in full by conveyance of the land described
 this Mortgage is hereby released and do hereby certify created discharged
 As Witness my hand this 15th day of July A. D. 1891
Alfred Whitman Notary Public
Lephia O Brown Administrator of Estate of Lephia O. Brown Dec
 1891
 Recorded Aug 18th 1890
 J. H. Brown & Co. Registered 17 Dec 90.