

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 25th day of February in the year of our Lord one thousand eight hundred and Ninety two between Lucinda G. Boucher and Augustus Boucher her husband of Lawrence in the County of Douglas and State of Kansas of the first part, and Lepha O. Brown of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two 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: Lots Number Seventy and Eight (81) in Northeast Central Sub-division of 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 Lucinda G. Boucher do hereby covenant and agree, at the delivery hereof she is the lawful owner 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 Two Hundred according to the terms of one certain promissory note this day executed and delivered by the said Lucinda G. and Augustus Boucher to the said party of the second part: for a term of two years from date at the Lawrence Nat. Bank of Lawrence, Mo. with interest at the rate of 5 percent per annum payable semi-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 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 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 Lucinda G. Boucher 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

Lucinda Boucher (SEAL.)
Augustus Boucher (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 25th day of February, A. D. 1892, before me Alfred Whitman a Notary Public in and for said County and State, came Lucinda G. Boucher and Augustus Boucher her husband 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 Feb - 25 A. D. 1892, at 11 o'clock A. M.

James Brooks Register of Deeds

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged July 7, 1894
Lepha O. Brown

Recorded July 7, 1894
James Brooks
Register of Deeds

