

This Indenture, Made this first day of September in the year of our Lord one thousand eight hundred and ninety four, by and between George Boyd Jr. a single man of the County of Douglas and State of Kansas, party of the first part, and The Phoenix Mutual Life Insurance Company, of Hartford Connecticut party of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum of Eighteen hundred Dollars, to him in hand paid, the receipt whereof is hereby acknowledged, has Granted, Bargained and sold, and by these presents does Grant, Bargain, Sell, Convey and Confirm unto the said party of the second part, and to its successors and assigns Forever, all of the following described tract, piece, or parcel of land, lying and situate in the County of Douglas, and State of Kansas, to wit: The South East quarter of Section Eight (8) Township thirteen (13) South, range twenty (20) East of 6th PM.

Privilege granted second party of paying \$400. or any multiple at any regular interest payment after three (3) years. Second party also agrees to send each year to Phoenix Mutual Life Ins. Co. Treasurers receipt for taxes on the mortgaged land.

To Have and to Hold the same, with all and singular the hereditaments and appurtenances therunto belonging, or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns, Forever. And the said party of the first part does hereby covenant and agree that, at the delivery hereof, he 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 encumbrances, and that he will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

Provided, Always and this instrument is made, executed and delivered, upon the following conditions, to wit:

First: Said George Boyd Jr. is justly indebted unto the said party of the second part in the principal sum of Eighteen hundred Dollars lawful money of the United States of America, being for a loan thereof, made by the said party of the second part, to the said George Boyd Jr. and payable according to the tenor and effect of One certain Principal Note, executed and delivered by the said George Boyd Jr. bearing even date herewith, and payable to the order of the said party of the second part on the first day of September 1899, with interest thereon, from date until maturity, at the rate of seven per cent. per annum, and at the rate of ten per cent. per annum after maturity, payable semi-annually, on the first days of Sept and March in each year, the installments of interest until maturity being further evidenced by ten interest notes or coupons attached to said principal note, and of

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