

This Indenture, Made this 29<sup>d</sup> day of November in the year of our Lord one thousand eight hundred and ninety two between John Bolen and Mary Bolen his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and C. A. Tobler of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One hundred (\$100.00) DOLLARS, to him 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: Lot Number Seventeen (17) in Trainers Subdivisions of Addition Number Four (4) North Lawrence, County of Douglas and State of Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said John Bolen and Mary Bolen his wife 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 dollars according to the terms of One certain promissory note this day executed and delivered by the said John Bolen to the said party of the second part: Payable three years from date with interest at the rate of 7% per annum from date until paid

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 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 party of the first part 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

J. G. Sternbergh

John Bolen  
Mary Bolen

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas

} ss.

Be it Remembered, That on this 22 day of November, A. D. 1892, before me J. G. Sternbergh Justice of the Peace, a Notary Public in and for said County and State, came John Bolen and Mary Bolen 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 18

Recorded Nov 23 A. D. 1892, at 10 o'clock P. M.

J. G. Sternbergh

Notary Public.

James Brooks  
Register of Deeds.

(For assignment see Book 26 Page 232)

Recorded June 13th 1893 at 2:40 o'clock P.M.

Assignee of Book

The following is enclosed in the original instrument  
The parties herein described having been paid in full, this mortgage  
is hereby released, and the lien thereon created discharged  
As Witness my hand this 13 day of June A.D. 1893  
Robert M. M. M.