76 OURNAL COLL LAWRING -day of December Julia F. Boyd and 5-" This Indenture, Made this ..... Merchants down & Samigo Bouk. Lord one thousand eight hundred and Willety twobetween. and State of liansas in the Gounty of Douglas ice Prest. of Baldwin of the first part, and N- 9 March of the second part, Witnesseth, That the said partice of the first part in consideration of the sum of .-- DOLLARS, to MEML duly paid, the receipt of which is hereby acknowledged, hate, sold and by these presents do -grant, bargain, sell and mortgage to the said part. of which is hereby acknowledged, hable, sold and by these presents do grant, bargain, sell and mortgage to the said part 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: Degin at H. H. Corner of S. H. Guanter of Sec 34. Jo. 14, R. 20. 6. 640 M. Bact 1293-Ch. North 758 Ch. Heat 1295-Chains 34. Jo. 14, R. 20. 6. 640 M. Bact 1293-Ch. North 758 Ch. Heat 1295-Chains South 755 Chaine to beginning in M. M. quarter Sec 34, 70.14, Range 20, South 755 Chaine to beginning in M. M. quarter Sec 34, 70.14, Range 20, Being 1005 mine or lees, County & State above namedy 1900 with all the appurtenances, and all the estate, title and interest of the said part (20 of the first part therein. And the said Julin. F. Boyd and It. S. Boyd. do \_\_\_\_ hereby covenant and agree that at the delivery here they are the lawful owner 2 of the premises above granted, and seized to Deeds, By Sillit 3 Samany 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 ofaccording to the terms of One ceptain promussory note this day executed and delivered by the said Julia & Boyd and I.S. Boyd to the said part of the second part: Fine hundred Sollarsto the said part ... 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, my and the whole amount shall become due and payable, and it shall be lawful for the said part  $\chi$  of the second part 223executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner manie prescribed by law, appraisement hereby waived or not at the option of the part z of the second part ze executors, administrators Rannes 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 parties of the first part So In Witness Whereof, The said partice of the first part, have hereunto set their hand and seal the day and year first heirs and assigns. / Julia F Boyd ( SEAL. ) above written. Signed and delivered in presence of It. S. Boya ( SEAL. ) The rede herein created dural ( SEAL- ) ( SEAL. ) Phone 430 STATE OF KANSAS, 1900 SS. County of Doruglas 0 2 6th 31 Par -day of \_\_\_\_\_ , A. D. 1892, before me Noch 3 Be it Remembered, That on this-, a Notary Public in and for said County and a. G. Gasley-State, came Julia 3 Boyd and It & Boyd wife altert Recorded to me personally muchand known to be the same person $\mathcal{D}$  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. 4 Vasley 1893 My commission expires July 6 Recorded December 6th A. D. 1892, at 437 gelock P to