

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this First day of January in the year of our Lord one thousand eight hundred and ninety four between Thomas Boyd and Anna M. Boyd his wife of Douglas in the County of Douglas and State of Kansas of the first part, and Miss Maggie Boyd and Mrs Anna E. Nash of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of \$1600⁰⁰ sixteen 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 parties of the second part their 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: The South East (1/4) one quarter of Section No (20) twenty Township No (13) thirteen Range No. (19) nineteen Douglas Co Kan.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Thomas Boyd and Anna M. Boyd his wife do hereby covenant and agree that at the delivery hereof that they 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 (\$1600⁰⁰) sixteen hundred dollars according to the terms of one certain Promissory note this day executed and delivered by the said parties of the first part to the said parties of the second part: for \$1600⁰⁰ sixteen hundred dollars due in five years with interest at seven per cent per annum payable semi annually at the Merchants National Bank Lawrence Kan

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 parties of the second part their 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 part of the second part 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 parties making such sale on demand to the said Thomas Boyd and Anna M. Boyd his wife or their 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

Thos Boyd (SEAL.)
Anna M. Boyd (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 17 day of January, A. D. 1894, before me L. J. Steele a Notary Public in and for said County and State, came Thomas Boyd and Anna M. Boyd 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 June 18 1894 L. J. Steele Notary Public.
Recorded Feb 3 A. D. 1894, at 7¹⁵ o'clock P. M.

James Brooks
Register of Deeds.

The foregoing 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. As witness my hand, this 25th day of February A. D. 1899.

Maggie Boyd
Anna E. Nash.

Attest: C. F. Harrison.

Recorded January 26th 1899.
Chas. E. Armstrong.
Notary Public