

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this First day of July in the year of our Lord one thousand eight hundred and ninety four between Augustus Boucher and Lucinda Boucher (wife) of Lawrence in the County of Douglas and State of Kansas of the first part, and E. J. Barker of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four hundred and fifty 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 Nos (7) Eight (8) Nine (9) and Ten (10) North, East Central Sub Division, also Beginning at a Point Twenty (20) rods East of the North West corner of South West quarter Section twenty Nine (29) Township Twelve (12) Range Twenty (20) Thence East Nineteen (19) rods 6 1/2 feet, Thence South Twenty (20) rods Thence East Ten (10) feet Thence North Twenty (20) rods Thence West Ten (10) feet all in North Lawrence in Lawrence Douglas Co Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said August Boucher and Lucinda Boucher 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 incurred in favor of Mortgage in the sum of Four hundred and fifty Dollars.

This grant is intended as a Mortgage to secure the payment of the sum of Four hundred and fifty Dollars according to the terms of One certain Note in Coupons this day executed and delivered by the said August Boucher and Lucinda Boucher to the said party of the second part: his heirs or assigns.

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 August 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

John M. NewlinAugust Boucher

(SEAL.)

Lucinda Boucher

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 7 day of July, A. D. 1894, before me John M. Newlin a Notary Public in and for said County and State, came August Boucher and Lucinda Boucher

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 April 28 1895John M. Newlin

Notary Public.

Recorded July 7 A. D. 1894, at 10 o'clock M.James Brooks

Register of Deeds.

Assigned See Book 31 Page 402