

In Witness Whereof I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

L. B.

N. A. Cairns

Notary Public

My commission expires April 11<sup>th</sup> 1896.

Recorded April 6. 1895 at 4<sup>th</sup> o'clock P.M.

James Brooks  
Register of Deeds

The following is endorsed on the original instrument:  
In consideration of partial payment of the note secured by the within mortgage, I hereby release  
Lots 73, 75, 77 and 79 Tennessee Street Lawrence Kansas and within described and this  
mortgage is to remain in full force against other property therein described.  
This the 16 day of May 1895  
Recorded May 16<sup>th</sup> 1895  
August Boehler  
Marie Boehler

This Indenture, Made this 6<sup>th</sup> day of April in the year of our Lord one thousand eight hundred and ninety five between Theodore Boehler and Sophie Boehler husband and wife of Lawrence in the County of Douglas, and State of Kansas of the first part, and August Boehler and Marie Boehler of the second part. Witnesseth, That the said parties of the first part, in consideration of the sum of Nine Thousand (\$9000<sup>00</sup>) 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: Lots numbered Seventy three (73) Seventy five (75) Seventy seven (77) Seventy nine (79) and Eighty one (81) in the City of Lawrence and on Tennessee Street in the said City, with the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Theodore Boehler and Sophie Boehler man and 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 Nine Thousand (\$9000<sup>00</sup>) Dollars, according to the terms of one certain Note this day executed by the said Theodore Boehler and Sophie Boehler to the said parties of the second part, payable Ten years from the date hereof with interest at the rate of (5%) five per cent per annum payable annually. And this conveyance shall be void if such payment be made as is 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 shall be due and payable, and it shall be lawful for 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