

This Indenture, Made this 11<sup>th</sup> day of September in the year of our Lord one thousand eight hundred and ninety four between Elizabeth J. Boughton and her husband J. I. Boughton of Lawrence in the County of Douglas and State of Kansas of the first part, and Charles C. Grover of the second part,

**Witnesseth,** That the said parties of the first part in consideration of the sum of Two hundred and thirty five 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: The whole of lot One hundred and twenty six (126) and the South half of lot One hundred and twenty four (124) on Ohio Street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part 110 of the first part therein. And the said Elizabeth J. Boughton do hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances except two mortgages to the Kansas Building and Loan Association of Lawrence, one of fifteen hundred dollars, and one of Three hundred dollars

This grant is intended as a Mortgage to secure the payment of the sum of Two hundred and thirty five dollars and interest thereon according to the terms of One certain Note this day executed and delivered by the said Elizabeth J. Boughton, J. I. Boughton to the said party 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, 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 for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said 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

Elizabeth J. Boughton (SEAL.)  
J. I. Boughton (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 11 day of September, A. D. 1894, before me, L. I. Steele, a Notary Public in and for said County and State, came Elizabeth J. Boughton and J. I. Boughton 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 1898. L. I. Steele  
Recorded Sept 15 A. D. 1894 at 10<sup>30</sup> o'clock A. M. Notary Public.

James Brooks  
Register of Deeds.

The following is indorsed on the original instrument  
The note herein described having been paid in full this Mortgage  
is hereby released and the hereunto, created discharged  
As Witness my hand this 11<sup>th</sup> day of August A.D. 1894.  
Charles C. Grover  
Notary Public for Kansas  
Recorded August 13<sup>th</sup> 1894