

This Indenture, Made this 7th 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 Kansas in the County of Douglas and State of Kansas of the first part, and Ethorah Lee and Jesse O. Lee, Mrs. B. Lee and my family of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Eight Hundred and Twenty Five (\$825) 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 part 2d 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 West Quarter of Section No. Twenty (20) Township No. Twenty (20) Range No. Nineteen (19) East of the Sixth Principal Meridian, One Hundred and Sixty (160) Acres more or less.

with all the appurtenances, and all the estate, title, and interest of the said part 1st of the first part therein. And the said Thomas Boyd and Anna M. Boyd do hereby covenant and agree that at the delivery hereof that they are the lawful owner^s 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 Eight Hundred and Twenty Five (\$825) according to the terms of One certain Note this day executed and delivered by the said Thomas Boyd and Anna M. Boyd to the said part 2d of the second part: Payable January 1, 1904 with interest at Eight (8) per cent per annum according to Eight Coupons of even date.

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 part 2d of the second part the 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 2d of the second part the 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 part 2d making such sale on demand to the said Thomas Boyd and Anna M. Boyd his heirs and assigns.

In Witness Whereof, The said part 1st 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 7th day of January, A. D. 1894, before me, J. D. 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 person^s 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 J. D. Steele
Recorded March 8 A. D. 1895 at 5¹⁰ o'clock P. M. Notary Public.

James Brooks
Register of Deeds.

(Witnessed - See Book 39 Page 172)