

This Indenture, Made this 25th day of October in the year of our Lord one thousand eight hundred and ninety five between O'Brien & M. O'Brien husband & wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Myron Boardman of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eleven 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 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 numbers sixty seven (67) and sixty nine (69) on Pennsylvania Street in the City of Lawrence Douglas County Kansas

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof 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

This grant is intended as a Mortgage to secure the payment of the sum of Eleven 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 party of the second part: Payable five years after date to order of party of second part at the Merchants National Bank, Lawrence, Kansas

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 parties of the first part their heirs and assigns privilege reserved by mortgagors to pay in full at end of three years

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

Hugh Blair

O'Brien (SEAL.)
M. O'Brien (SEAL.)
Elizabeth R. O'Brien (SEAL.)
M. P. O'Brien (SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 25th day of October, A. D. 1895, before me, Hugh Blair, a Notary Public in and for said County and State, came O'Brien & M. O'Brien husband & wife M. O'Brien & Elizabeth R. O'Brien husband & 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 28th Dec 1895. Hugh Blair Notary Public.
Recorded Oct 25 A. D. 1895 at 11 o'clock A. M.

James Brooks Register of Deeds.

The following is indicated on the original instrument
The note herein described having been paid in full this mortgage
is hereby released and the lien hereby created is discharged
As Witness my hand and seal this 25th day of November A.D. 1900
Myron Boardman
Myron Boardman
Myron Boardman
Recorded Dec 17 1900