

This Indenture, Made this Thirty first day of January in the year of our Lord one thousand nine hundred and ninety (A.D. 1900) between J. F. Hughes and Lizzet Hughes, his wife, of the City 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 Four 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: The north thirty six (36) feet of the north west quarter of west half (1/2) of Block number Two (2) in that part of the City of Lawrence known as North Lawrence.

Said J. F. Hughes being one of the late firm of Hughes & Vine and one of the grantors in a deed from R. J. Petty and wife recorded in Deed Book No. 56 at page 477.

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

according to the terms of One certain Mortgage note this day executed and delivered by the said Parties of the first part to the said party of the second part: Payable two years after date with interest according to said note and coupons Merely attached

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 cost 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.

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

Signed and delivered in presence of

Hugh Blair

J. F. Hughes (SEAL)

Lizzet Hughes (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas County } SS.

Be it Remembered, That on this 31 day of January, A. D. 1900, before me, Hugh Blair a Notary Public in and for said county and State, came J. F. Hughes and Lizzet Hughes, his wife, to me personally known to be the same person 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 28 Decr. 1901

Recorded Feb. 2 A. D. 1900, at 1<sup>15</sup> o'clock P. M.

Hugh Blair  
Notary Public.

L. A. Boardman  
Register of Deeds.

The following is indexed on the original instrument  
Shoes March 1st 1901, Humanburg M. H. Friend of J. F. Hughes for Hugh Blair  
the within named Mortgagee of four hundred Dollars in full satisfaction  
of the within Mortgage

Myron Boardman

Y. W. Boardman Register of Deeds

Recorded March 1st 1901