

JOURNAL 22, LAWYER, KAN.

This Indenture, Made this Second day of May in the year of our Lord one thousand eight hundred and ninety nine hundred between Elizabeth J. Boughton and J. S. Boughton her husband of the City of Lawrence, in the County of Douglas and State of Kansas of the first part, and Fanny Bergman of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Six 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 her 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: Lot number one hundred and seventy six (176) and the south half of Lot number one hundred and seventy four (174) on Ohio Street in the said City of Lawrence.

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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 One thousand six hundred Dollars (\$1600.00) 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 five years after date with interest in meantime according to coupons attached and 10% after maturity until paid with privilege after two (2) years to make payments of one hundred dollars or any multiple at the interest falls due. 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 her 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 her 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 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

Elizabeth J. Boughton (SEAL)
J. S. Boughton (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,
County of Douglas } SS.

Be it Remembered, That on this 2^d day of May, A. D. 1899, before me, Hugh Blair, a Notary Public in and for said county and State, came Elizabeth J. Boughton and J. S. Boughton her husband 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 28th Decr. 1901
Recorded May 3rd A. D. 1899, at 11 o'clock A.M.

Hugh Blair Notary Public.
L. S. Doxman Register of Deeds.

The following is endorsed on the original instrument:
\$1600. Lawrence, Mo. 1st May 1900.
Received of Elizabeth J. Boughton & J. S. Boughton the within mortgage
The sum of Sixteen Hundred and 00 Dollars in full satisfaction
of the within mortgage.
Fanny Bergman.

