

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Twenty second day of November in the year of our Lord one thousand eight hundred and ninety nineteen hundred between Kitty Boyd and Arch Boyd (husband) of Lawrence in the County of Douglas and State of Kansas of the first part, and Sarah L. Monroe of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve 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 Ten (10) Eleven (11) and Twelve (12) Solomon's Sub-division of Block Nine (9) of Babcocks Addition to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Kitty Boyd and Arch Boyd 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 hundred Dollars

according to the terms of One certain Note this day executed and delivered by the said her heirs or assigns 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 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 costs and charges for making such sales, and the overplus, if any there be, shall be paid by the party of the first part on demand to the said Kitty Boyd her heirs and assigns.

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

Signed and delivered in presence of

Witness mark - Clara Boyd

Kitty Boyd (SEAL.)
Arch Boyd (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } SS.

Be it Remembered, That on this 22 day of November, A. D. 1890 before me,

Kitty Boyd and Arch Boyd a Notary Public in and for said county and State, came Kitty Boyd and Arch Boyd

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 subscribed my name set my hand and affixed my official seal on the day and year last above written.

My commission expires April 13 1903 John M. Newlin

Recorded Nov. 22 A. D. 1890, at 11 o'clock A.M. Notary Public.

H. B. Solomon
Register of Deeds.

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. As witness my hand this 18th day of October A.D. 1901.

Sarah L. Monroe

Recorded Oct 24, 1901.

By J. B. Solomon

Register of Deeds.

Deputy