

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Third day of December in the year of our Lord one thousand eight hundred and ninety four between D. O.'Brien, unmarried 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 part y of the first part in consideration of the sum of four hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, ha A sold and by these presents do grant, bargain, sell and mortgage to the said part y of the second part 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 sixty seven (67) on Pennsylvania street, Lawrence, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said D. O'Brien do th hereby covenant and agree that at the delivery hereof he is 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 D. O'Brien to the said part y of the second part: Payable five years after date with int. semi-annually. Privilege reserved to pay 50% or any multiple thereof at times any interest payment 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 part y 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 part y of the second part 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 y of making such sale on demand to the said party of the first part, his heirs and assigns.

In Witness Whereof, The said part y of the first part, ha th hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of -

Jennie Watt

D. O'Brien (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this December day of 1900, A. D. 1900, before me,

State, came D. O'Brien, unmarried, a Notary Public in and for said county and

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 30th Mch. 1904

Recorded Dec. 4 A. D. 1900, at 5:05 o'clock P.M.

Jennie Watt
Notary Public

H. G. Sogman
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 21st day of Feb. A. D. 1912.

Margaret Boardman
Amie Boardman

Recorded July 24 1913
W. H. Lawrence
Register of Deeds

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