

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Eighteenth day of January in the year of our Lord one thousand eight hundred and ninety one between Bengta Persson of the City

of Lawrence in the County of Douglas and State of Kansas, widow, of the first part, and Myron Boardman of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Four hundred DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, ha she sold and by these presents do she 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 east thirty-seven and one-half (37 1/2) feet of Lot number thirty-four (34) and the west thirty-four (34) feet of Lot number thirty-eight (38) all in block number one (1) on Chas Street in that part of the City of Lawrence known as North Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Bengta Persson do she hereby covenant and agree that at the delivery hereof she 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 Party of the first part to the said part of the second part: Payable five years after date with interest after maturity or default at the rate of 10%, but in no event according to coupons attached to said note. Borrower reserved to pay off in full at end of three years from date of this mortgage 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 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 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 of the second part making such sale on demand to the said Party of the first part heirs and assigns.

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

Signed and delivered in presence of

J. C. Bone

Bengta Persson (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } SS.
County of Rawlins

Be it Remembered, That on this 24th day of January, A. D. 1891, before me, D. F. Schwal, a Notary Public in and for said county and State, came Bengta Persson an unmarried woman

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 Sept. 27 1904 D. F. Schwal Notary Public.

Recorded Jan. 26 A. D. 1891, at 2⁵⁰ o'clock P.M.

W. H. Boardman
Register of Deeds.