

This Indenture made this 12th day of March in the year of our Lord one thousand eight hundred and eighty one between Thomas Yates and Mary A Yates his wife of Willow Springs^{Sp} in the County of Douglas and State of Kansas of the first part and David Fager of Willow Springs Sp. in the County of Douglas and State of Kansas of the second part

Witnesseth That the said parties of the first part for and in consideration of the sum of Seven hundred and Eighty and $\frac{50}{100}$ Dollars to them duly paid the receipt of which is hereby acknowledged have sold and by these presents doth 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 situate in the County of Douglas and State of Kansas described as follows to wit, The South West quarter (SW¹/₄) of Section No Three (3) in Township No Fifteen (15) of Range No Nineteen (19) with the appurtenances^{and} all the estate title and interest of the said parties of the first part therein This Bond is intended as a mortgage to secure the payment of the sum of Seven hundred and eighty and $\frac{50}{100}$ Dollars according to the terms of a certain note dated March the 11th 1881 due in two years from date bearing interest at the rate ten per cent per annum signed by Thos J Yates^{and Mary A Yates} in favor of David Fager

And this conveyance shall be void if such payment be made as is herein specified But if default be made in said payment or any part thereof as provided then this conveyance shall become absolute and it shall be lawful for 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 and out of all the moneys arising from such sale to retain the amount then due for principal and interest and also for statutory damages in case of protest together with the costs and charges of making such sale and five per cent on the amount secured by this mortgage as a reasonable attorneys fee for fore closure hereof and the surplus if any there be shall be paid to the said Thos J Yates

The debt hereby secured being fully satisfied this mortgage is discharged of Record, April 18th 1885

David Fager

Attest: O. L. Somers, Register of Deeds.