

This Indenture, Made this 18th day of September in the year of our Lord one thousand eight hundred and eighty six between Harriet Carpenter and her husband Wm. A. Carpenter in the County of Douglas and State of Kansas of the first part, and Granville Yager of the second part:

Witnesseth, that the said parties of the first part in consideration of the sum of Nine 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, 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 South half of South half of the west half of Northwest quarter of section twenty nine (29) in Township Thirteen (13) of range twenty (20) containing twenty acres of land more or less, with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Harriet Carpenter and Wm. A. Carpenter do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances and do further expressly waive all benefits of Homestead provided by Section 9 Article 16 of the Constitution of the State of Kansas or any statute in pursuance thereof. This grant is intended as a Mortgage to secure the payment of the sum of Nine Hundred Dollars according to the terms of three certain promissory notes this day executed and delivered by the said parties of the first part to the said Granville Yager payable at Office of G. Grover and son as follows, to-wit:

Three Hundred Dollars on the eighteenth day of September 1887

Three Hundred Dollars on the eighteenth day of September 1888

Three Hundred Dollars on the eighteenth day of September 1889

with the interest thereon to the said party of the second part.

And this conveyance shall be void if such payment 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

entire party of the second part, his executors, administrators and assigns shall become due and payable, and it shall be lawful for

any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived

at the option of the party of the second part his executors, administrators or assigns; and out of all the moneys arising from such sale,

retain the amount then due for principal and interest, together with the costs and charges of making such sale and attorney's

fee for foreclosure of this mortgage, the said fee to be due and pay-

In consideration of full payment of the within mortgage I hereby release the same this 22nd day of September 1886

In consideration of full payment of the within mortgage I hereby release the same this 22nd day of September 1886

In consideration of full payment of the within mortgage I hereby release the same this 22nd day of September 1886

For final Release see Book 55 Page 265

Witness my hand and seal of office this 23rd day of September 1886

Granville Yager