

This Indenture, Made this 1st day of May in the year of our Lord, one thousand eight hundred and eighty seven between T. J. Yates and Mary A. Yates his wife of Willow Spring in the County of Douglas and State of Kansas of the first part; and David Fager of the same place of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of six 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 west one hundred and ten, 110, acres of the South West quarter, $\frac{1}{4}$, of Section three, 3, in Township Fifteen, 15, of Range Nineteen, 19, according to the United States Survey, with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said T. J. Yates and Mary A. Yates do hereby covenant and agree that at the delivery hereof they were 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.

This Grant is intended as a Mortgage to secure the payment of the sum of Six hundred dollars, according to the terms of one certain Note this day executed and delivered by the said T. J. Yates and Mary A. Yates his wife 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 whole shall become due and payable, 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, appraisement hereby waived or not at the option of the party of the second part his 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 of making such sale, and the overplus, if any there be, shall be paid by the

following is endorsed on the original instrument

\$680 - December 22 1888

Received of Thomas Yates the within named Mortgage the sum of Six hundred & eighty and 00/100 dollars in full satisfaction of the within Mortgage

Recorded December 22nd 1888

David Fager

David Fager