

This Indenture Made this Fifteenth day of January in the year of our Lord one thousand eight hundred and eighty nine, between E. J. Erickson and Nathilde Erickson his wife of Lawrence 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 Eight 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 one fifth (1/5) of Lot No Ninety (90) and the North one fifth (1/5) of Lot No Ninety two (92) both on Massachusetts Street in the City of Lawrence in said County and State according to the plat of said City with the appurtenances, and all the estate title and interest of the said parties of the first part therein. And the said parties of the first part 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 that they will Warrant and Defend the same against all claims whatsoever.

This Grant is intended as a Mortgage to secure the payment of the sum of Eight Hundred Dollars due and payable on or before five years from date thereof, with interest thereon from date at 7 1/2 percent per annum, according to the terms of one certain promissory note this day executed and delivered by said party ^{E. J. Erickson to the said} of the second part, and this conveyance shall be void if such payment be made as in said note and in this instrument specified.

And the said parties of the first part hereby agree to pay all taxes and assessments levied and assessed against said premises before any costs or penalties shall accrue thereon, and to keep the buildings erected and to be erected on said premises insured in favor of the second party or his assigns, in the sum of Five Hundred Dollars, in some responsible insurance company authorized to do business in the State of Kansas in default whereof said party of the second part may pay such taxes, and any penalties and costs which may have accrued thereon, and as well effect such insurance at the expense of said first parties, and such taxes, penalties, costs and insurance, shall from the date of payment be an additional lien under this mortgage, on said above described premises, and shall bear interest at the rate of twelve percent per annum. But if default be made in the payment of said note, or any part thereof or any interest

The following is indorsed on original instrument:
This instrument described, not having been paid in full, this mortgage whereby released and the lien thereby created discharged.

Granville Yager.
Recorded Jan 25, 1890 at 5:20 clock P.M. James B. Brooks Register of Deeds
By T. W. Emerson Deputy