

This Indenture, Made this 22nd day of September in the year of our Lord one thousand eight hundred and ninety. Between Thomas E. Evans a widower of Wakarusa in the county of Douglas and State of Kansas of the first part and L. Grovernor of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Four hundred (\$400) Dollars, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does 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: as per schedule hereto attached. The following is attached to the instrument here recorded: "Schedule of property Mortgaged by Thos E. Evans to L. Grovernor Sept 22nd 1890.

The undivided half of the following described lands To Wit;

The south half of the south east quarter of section number thirty four (34) in Township number thirteen (13), south of range number nineteen (19) east of the sixth principal meridian. (Except the new house thereon, and about four acres of land therewith, to be hereafter selected by Thos E. Evans.)

Also the undivided half of the east half of the north east fractional quarter of section number three (3), and the north forty (40) acres of the east fifty (50) acres of the south east quarter of said section number three (3) both in Township number fourteen (14) south of range number nineteen (19) east of the sixth principal Meridian, being the same land deeded by Thos E. Evans and Wife Feby. 15th 1882. An option is given to Thos E. Evans to pay this note at any yearly anniversary of its making, with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Thomas E. Evans does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises granted and seized of a good and indefeasible estate of inheritance therein, free, and clear of all incumbrances and that he 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 Four hundred Dollars according to the terms of one certain promissory note this day executed by the said Thomas E. Evans to the said party of the second part, said note being given for the sum of Four hundred Dollars, dated September 22nd, 1890 due and payable in three years from date thereof with interest thereon according to the terms of said note and as shown by coupons thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons provided, and as is hereinafter specified. And the said party of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs at the expense of the

The following is indorsed on the original instrument
In consideration of full payment of the within mortgage
I hereby release the same this 5th day of June 1895
Granville Yager

Recorded June 8th 1895
James Brooks

Register of Deeds