

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 15th day of December in the year of our Lord one thousand eight hundred and ninety between Yudson Eckman of Vinland in the County of Douglas and State of Kansas of the first part, and Abraham Kiefer of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Fourteen hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has 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 situated in the County of Douglas and State of Kansas, described as follows, to-wit: The West half (1/2) of the South East Quarter (1/4) of Section No. Thirty-four (34) Township No. Thirteen (13) North, of Range No. Twenty (20) East of the 6th T.M. containing 50 acres more or less

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Yudson Eckman doth hereby covenant and agree, at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible state of inheritance therein free and clear of all incumbrances

This grant is intended as a Mortgage to secure the payment of the sum of

Fourteen hundred (\$1400) Dollars according to the terms of Five certain Notes this day executed and delivered by the said Yudson Eckman to the said party of the second part for \$280 each with interest at 7% per annum payable semi-annually. Said Notes due and payable in 1-20-40 years from date, and being balance of the purchase money for said premises

and this conveyance shall be void if such payments 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 amount shall become due and payable, and it shall be lawful for the 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 moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges of making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Yudson Eckman heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

Yudson Eckman (SEAL)
unmarried (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 15 day of December, A. D. 1890, before me L. S. Steele, a Notary Public in and for said County and State, came Yudson Eckman who represents himself unmarried to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires June - 15 - 1894 L. S. Steele Notary Public.
Recorded Dec - 19 - A. D. 1890, at 2 o'clock P-M.

James Brooks Register of Deeds

The following is endorsed on original instrument
The Note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged.
As Witness my hand this 16 day of April A.D. 1896.
Attest: M. M. Mumford
Recorded April 25. 1896. James Brooks Register of Deeds
H. W. Carman Deputy



The following is endorsed on the original instrument