

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this First day of September in the year of our Lord one thousand eight hundred and ninety one between Christopher C. Yeager and Hattie Yeager (his wife) of Lawrence in the County of Douglas and State of Kansas of the first part, and William Henry of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One 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: Lot No. Seventeen (17) Block Twenty (23) Three (3) Acres Addition to Lawrence Douglas Co. Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Christopher C. Yeager and Hattie Yeager do—hereby covenant and agree, at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible state of inheritance therein free and clear of all incumbrances The house to be insured in favor of Mortgage in sum of One Hundred Dollars

This grant is intended as a Mortgage to secure the payment of the sum of One Hundred Dollars according to the terms of One certain Note this day executed and delivered by the said Christopher C. Yeager and Hattie Yeager to the said party of the second part: his heirs or assigns

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 Christopher C. Yeager heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

John M. NewlinChristopher C. YeagerHattie Yeager

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 3 day of Sept, A. D. 1891, before me, a Notary Public in and for said County and State, came Christopher C. Yeager and Hattie Yeager to me personally known to be the same persons 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 April 28 - 1895John M. Newlin

Notary Public.

Recorded Sept 11 A. D. 1891, at 11 o'clock—M.James Brooks

Register of Deeds

The following is endorsed on original instrument.  
 Aug 27, 1892.  
 Received of Christopher C. Yeager the within named mortgage the sum of One Hundred Dollars in full satisfaction of the within mortgage.  
 William Henry  
 James Brooks Register of Deeds  
 Recorded Sept 1, 1892 at 11 o'clock PM  
 H. W. Carman Deputy