

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 10 day of March in the year of our Lord one thousand eight hundred and ninety two between Ira L. Beaman and Ella M. Beaman his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Robert B. Yeats of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four 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. One Hundred and thirty-130 on Indiana Street in the City of Lawrence

with all 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 the delivery hereof <sup>shall</sup> be 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

Four Hundred Dollars part of purchase money thereof according to the terms of Eight certain promissory notes this day executed and delivered by the said parties of the first part to the said party of the second part, said notes bearing six percent interest the first of said eight notes maturing in five months from date and the remainder maturing thereafter on every five months said notes being payable at the Merchant National Bank in installments of \$50 per month

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 parties of the first part their 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

Ira L. Beaman (SEAL.)  
Ella M. Beaman (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 10<sup>th</sup> day of March, A. D. 1892, before me D. L. Ford, a Notary Public in and for said County and State, came Ira L. Beaman and Ella M. Beaman his wife 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 9 - 1893 D. L. Ford Notary Public.  
Recorded March 10 A. D. 1892, at 3<sup>30</sup> o'clock P. M.

James Brooks  
Register of Deeds

The foregoing 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 31<sup>st</sup> day of July A.D. 1894.  
Robert B. Yeats  
James Brooks Register of Deeds  
Recorded July 31, 1894 at 11:00 o'clock A.M.