

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Fifteenth day of June in the year of our Lord one thousand eight hundred and ninety two between Thos W Pierson and Lydia Pierson his wife of Greene in the County of Greene and State of California 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 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: The East half of the North East quarter of Section number One (1) Township Thirteen (13) Range Eighteen (18)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Thos W Pierson do hereby covenant and agree, at the delivery hereof that 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 Four hundred dollars and interest thereon according to the terms of One certain Note this day executed and delivered by the said Thos W Pierson and Lydia Pierson to the said party of the second part:

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, appraisalment 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 Thos W Pierson heirs and assigns.

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

Signed and delivered in presence of

James N. Pierson  
Milla Pierson

Thos W Pierson  
Lydia Pierson

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF California }  
Greene County } ss.

Be it Remembered, That on this 15<sup>th</sup> day of June, A. D. 1892, before me M. Farley, a Notary Public in and for said County and State, came Thos W Pierson and Lydia Pierson

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, at the County of Greene State of California.

My commission expires February 1892

Notary Public.

Recorded July 12 A. D. 1892, at 10 o'clock - M.

James Brooks  
Register of Deeds

The following is indorsed on the original instrument  
Received of Thos W Pierson the within named mortgage  
the sum of Four hundred Dollars in full satisfaction of the within mortgage  
Granville Yager

Recorded June 14th 1892  
Milla Pierson  
Register of Deeds

