

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 12 day of November in the year of our Lord one thousand eight hundred and ninety two between David P. Hines and S. E. Hines his wife of Overbrook in the County of Osage and State of Kansas 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 Five 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 North West quarter (1/4) of the South West quarter (1/4) of Section Twenty three (23) Township Fourteen (14) Range Nineteen (19)

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 at the delivery hereof they are 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 Five hundred & 00/100 Dollars according to the terms of One certain promissory note this day executed and delivered by the said David P. and S. E. Hines to the said party of the second part: payable in full five years from date at the Law. Nat. Bk. of Lawrence, Kan. with interest at rate of seven per cent per annum.

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 the 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 David P. Hines, his 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

D. P. Hines  
S. E. Hines

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.

County of Douglas

Be it Remembered, That on this 12 day of November, A. D. 1892, before me Alfred Whitman, a Notary Public in and for said County and State, came David P. Hines and S. E. Hines 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 January 17 1895-Recorded December 17 A. D. 1892, at 10:29 o'clock A M.Alfred Whitman

Notary Public.

James Brooks

Register of Deeds.

The following is understood on the Original Instrument:  
 Received of David P. Hines the sum of Five hundred & 00/100 Dollars in full satisfaction of the within mortgage.  
 Lawrence, Nov. 12, 1897.  
 Granville Yager

Recorded Nov. 12, 1897.  
 By James Brooks Register of Deeds

23