

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 19<sup>th</sup> day of December in the year of our Lord one thousand eight hundred and ninety two between Y. J. Shearer and Viola Shearer his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Joseph Yeardall of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of four hundred (\$400) 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 South thirty three (33) feet Lot No thirty nine (39) Connecticut 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 Y. J. Shearer and Viola Shearer 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 four hundred (\$400) Dollars according to the terms of One certain Note this day executed and delivered by the said Y. J. Shearer and Viola Shearer to the said party of the second part: Five years after date with interest at eight percent 8% per annum Payable semi-annually according to the coupons attached to said note

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 Y. J. Shearer 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

Y. J. Shearer (SEAL)  
Mrs Viola Shearer (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 19 day of December, A. D. 1892, before me, J. J. Steele, a Notary Public in and for said County and State, came Y. J. Shearer and Viola Shearer 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 June 18 1894 J. J. Steele Notary Public  
Recorded Dec 20 A. D. 1892, at 3 o'clock P. M.

James Brooks Register of Deeds

The following is endorsed on the original instrument  
The note herein described having been paid in full this mortgage is hereby released, and the lien hereby created discharged, as Witness my hand this 12<sup>th</sup> day of February A.D. 1898  
Joseph Yeardall

Recorded Feb. 12, 1898  
J. J. Shearer Register of Deeds