

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 25th day of February in the year of our Lord one thousand eight hundred and ninety three between Niram S. Yaret an unmarried man of Douglas in the County of Douglas and State of Kansas of the first part, and Joseph Lewis of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of One Thousand DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has 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 South East quarter of Section Eleven (11) Township Fifteen (15) South of Range Seventeen (17) East of the 6th principal meridian containing 160 acres more or less

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Niram S. Yaret hereby covenant and agree that at the delivery hereof he is the lawful owner 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 One thousand dollars three years after date with interest payable annually at the rate of seven and one half per cent according to the terms of one certain promissory note this day executed and delivered by the said Niram S. Yaret 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, 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 Niram S. Yaret his heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

Geo. H. Banks

Niram S. Yaret

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, Douglas County } ss.

Be it Remembered, That on this 25th day of February, A. D. 1893, before me Geo. H. Banks, a Notary Public in and for said County and State, came Niram S. Yaret an unmarried man

to me personally

known to be the same person 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 Dec 1st 1896

Recorded Feb 25 A. D. 1893, at 5³⁰ o'clock P M.

Geo. H. Banks

Notary Public.

James Brooks

Register of Deeds.

The following is indorsed on the original instrument
July 24th 1899 Received by Niram S. Yaret of the within named
Niram S. Yaret the sum of his hundred and eighty and 10/100 Dollars
in full satisfaction of the within mortgage
by Niram S. Yaret to Joseph Lewis

Recorded July 24th 1899 by Niram S. Yaret Registered for sale

\$1618.10