

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 16th day of August in the year of our Lord one thousand eight hundred and ninety three between Emory E. Gore and Harriet A. Gore Husband and Wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Sarah C. Yates of South Garden Mass of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One Thousand 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 her 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 number Fifty on Louisiana Street in the City of Lawrence County of Douglas and State of Kansas according to the recorded plat of said City on file with the Register of Deeds of said County.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Emory E. Gore and Harriet A. Gore do hereby covenant and agree that at the delivery hereof they 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 One Thousand Dollars according to the terms of One certain Note and ten coupon notes this day executed and delivered by the said Emory E. Gore and Harriet A. Gore to the said party of the second part: due in five years from date with interest from date to maturity or default, as evidenced by coupons attached to said note and interest after maturity or default at the rate of five per cent per annum until fully paid 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 her 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 her 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 parties of the first part 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

Emory E. Gore (SEAL.)
Harriet A. Gore (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
Douglas County } ss.

Be it Remembered, That on this 30 day of September, A. D. 1893, before me Register of Deeds, a Notary Public in and for said County and State, came Emory E. Gore and Harriet A. Gore 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 189
Recorded Sept 30 A. D. 1893, at 4 52 o'clock P-M. James Brooks Register of Deeds
James Brooks Register of Deeds.

*The following is indorsed on the original instrument—
Receipt of payment and satisfaction on the within mortgage
And hereby release the same
Sarah C. Yates*

Dec 5th 1898.

W. H. Foxworth Register of Deeds

Recorded Dec 8th 1898.