

of the second part,  
**Witnesseth,** That the said party of the first part in consideration of the sum of \$ four hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents doth 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: Lot Number One hundred and forty three (143) New York Street Lawrence City.  
This mortgage is given as part purchase price of said lot.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Party of the first part do 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 Four hundred  
according to the terms of One certain promissory note this day executed and delivered by the  
said William S. Yates to the said party of the second part:  
payable at the Merchants National Bank at Lawrence Kansas on or before three  
years after date at eight per cent interest per annum payable semi-annually

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, the 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, the 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 party of the first part, 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.

William F. Hooper

*Signed and delivered in presence of*

William F. Yeates (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas }

Be it Remembered, That on this 22 day of January, A. D. 1894, before me  
James Brooks, a Notary Public in and for said County and  
State, came William J. Yeakel

\_\_\_\_\_ 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 Nov 4 1897 James Brooks  
Recorded Feb 4 A. D. 1894, at 3<sup>55</sup> o'clock P-M. Notary Public

Recorded 44 A. D. 1894, at 3<sup>35</sup> clock P-M.

James Brooks  
5:30 - 7 clock P. - M.  
James Brooks  
Notary Public.  
Register of Deeds.

In consideration of full pay-  
ment of the within mortgage  
I hereby release the same this  
6<sup>th</sup> day of July 1895

Oliver Butler

Wm. A. W. Tarnear Deputy Register of Deeds