

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Fourth day of May in the year of our Lord one thousand eight hundred and ninety four between Joseph Yurdall widower of Lawrence in the County of Douglas and State of Kansas of the first part, and John H. Williams of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of One thousand 00/100 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 Southwest Quarter of Block Five Early Addition of Lawrence (the same having this day been purchased by 1st party)

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 second part 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 00/100 Dollars according to the terms of two certain promissory notes this day executed and delivered by the said Joseph Yurdall to the said party of the second part: One for \$500 due on or before one year \$500 two years and both bearing seven per cent per annum from date

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 Joseph Yurdall 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

Joseph Yurdall

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 14 day of May, A. D. 1894, before me John M. Newlin, a Notary Public in and for said County and State, came Joseph Yurdall a widower 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 April 28 1895Recorded May 14 A. D. 1894, at 5 o'clock M.

John M. Newlin

Notary Public.

James Brooks

Register of Deeds.

The following is indorsed on Original Instrument
The notes herein described having been paid in full, this mortgage is hereby released, and the sum thereby created discharged.
Attest As Witness my hand, this 30th day of April, A.D. 1896.
Ben P. Hurdston
Julius Klein
James Brooks
Recorded May 4 1896
Register of Deeds