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This Indenture, Made this 7<sup>th</sup> day of August in the year of our Lord one thousand eight hundred and minety four between Lena Howell and George N. Howell her husband of Makarusa Tp in the County of Douglas and State of Kansas of the first part, and Harville Yager of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two 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 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 North West quarter (1/4) of Section No Nineteen (19) in Township No Thirteen (13) of Range No Twenty (20) in Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Parties of the First Part 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 Two Thousand Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said Parties of the First Part to the said party of the second part: Payable five years after date to order of party of second part with interest thereon according to the terms of said note and coupons thereto attached

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 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 their heirs and assigns. Privilege reserved to pay in full at any time when int. matures after three years.

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

Jimmie Matt

Lena Howell

George N. Howell

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 7<sup>th</sup> day of August, A. D. 1894, before me Hugh Blair, a Notary Public in and for said County and State, came Lena Howell and George N. Howell her husband 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 1<sup>st</sup> Dec 1897Recorded Aug 8 A. D. 1894, at 9<sup>30</sup> o'clock A. M.

Hugh Blair

Notary Public.

James Brooks

Register of Deeds.

The following is endorsed on original instrument  
The note herein described having been paid in full this mortgage  
is hereby released, and the lien hereby created is discharged.  
As witness my hand this second day of March A.D. 1903  
Harville Yager.

Recorded March 11<sup>th</sup> 1903  
J. L. Bowman  
Deputy Reg. of Deeds.