

This Indenture, Made this second day of November in the year of our Lord one thousand eight hundred and ninety four between John Quinlan and his wife Eliza Quinlan of Lawrence in the County of Douglas and State of Kansas of the first part, and Granville Yager of the second part,

**Witnesseth**, That the said parties of the first part in consideration of the sum of two hundred and ninety six 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 undivided one fifth (1/5) of the South west quarter of Section twenty three (23) in Township twelve (12) of Range nineteen (19) less the forty less (10) acres of the East forty (40) acres of said quarter section

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said John Quinlan 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 Two hundred and ninety six dollars and interest thereon according to the terms of one certain Note this day executed and delivered by the said John Quinlan and Eliza J. Quinlan 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 for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said John Quinlan heirs and assigns.

**In Witness Whereof**, The said parties of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

John Quinlan (SEAL)  
Eliza J. Quinlan (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 9 day of November, A. D. 1894, before me, James Brooks, a Notary Public in and for said County and State, came John Quinlan and wife Eliza J. Quinlan 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 Nov 11 1897

Recorded Nov 5 A. D. 1894 at 10 o'clock A. M.

Notary Public

James Brooks  
Register of Deeds

The following is indorsed on the original instrument  
The note herein described having been paid in full, this mortgage  
is hereby released, and the lien thereby created discharged  
As witness my hand, this 22 day of March, A. D. 1895  
Granville Yager

Recorded March 22<sup>nd</sup> 1896

James Brooks

