

**This Indenture**, Made this First day of January in the year of our Lord one thousand eight hundred and ninety 1901 between Christopher C. Yeager and Katie Yeager (wife) of Lawrence in the County of Douglas and State of Kansas of the first part, and E. J. Parker of the second part,

**Witnesseth**, That the said part 1st of the first part in consideration of the sum of One hundred fifty 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: Lot No. Twenty-two in Block No. Twenty-three (22) in the 1st Addition to the City of Lawrence in Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Christopher C. Yeager and Katie Yeager 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 insured in favor of Mortgage in the sum of One hundred and fifty Dollars

This grant is intended as a Mortgage to secure the payment of the sum of One hundred and fifty Dollars according to the terms of One certain Note & Six Coupons this day executed and delivered by the said Christopher C. Yeager and Katie Yeager to the said party of the second part: his heirs or assigns

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 Christopher C. Yeager heirs and assigns.

**In Witness Whereof**, The said part 1st 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 M. Newlin

Christopher C. Yeager (SEAL)

Katie Yeager (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, } ss.  
County of Douglas

**Be it Remembered**, That on this 1<sup>st</sup> day of Jan'y, A. D. 1895, before me, John M. Newlin, a Notary Public in and for said County and State, came Christopher C. Yeager, Katie Yeager

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 1895

Recorded Jan 3 A. D. 1895 at 3:30 o'clock P. M.

John M. Newlin

Notary Public

James Brooks  
Register of Deeds

For Release See Book #8 Page 2361