

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 31st day of December in the year of our Lord one thousand eight hundred and ninety four between Josiah S. Fletcher of Missia in the County of Douglas and State of Kansas of the first part, and Mrs. R. M. De Yarnes of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Three hundred twenty five DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do sell 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 East Quarter (1/4) Section Thirteen 13 Township 35 S. Range Nineteen 19 East of the 6th P.M. in Douglas County Kansas

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Josiah S. Fletcher 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 Three hundred twenty five according to the terms of any certain Real Estate Note this day executed and delivered by the said Josiah S. Fletcher to the said party of the second part: For value received hereby promise to pay to the order of Mrs. R. M. De Yarnes Three hundred twenty five Dollars, lawful money of U.S. five years after date hereby put 8 per cent payable semi-annually in coupons attached. Payable at the Baldwin State Bank 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 Josiah S. Fletcher 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

J. S. Fletcher (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 31 day of December, A. D. 1894, before me, J. E. Hair, a Notary Public in and for said County and State, came Josiah S. Fletcher 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 Aug - 3 - 1896 J. E. Hair Notary Public.
Recorded Jan - 3 - 1895 at 5 o'clock P. M.

James Brooks Register of Deeds.

The following is indorsed on the original instrument:
The state herein described having been paid in full the Mortgage is hereby released and the lien hereby created is discharged.
As Witness my hand this 1st day of Feb. 1894.
Mrs. R. M. De Yarnes
Attest
Witnesses: R. F. De Yarnes
C. H. De Yarnes

Recorded Feb 20th 1894.