

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 7th day of February in the year of our Lord one thousand eight hundred and ninety five between

of Erhart Yakle, Mary his wife in the County of Douglas and State of Kansas of the first part, and The Kansas Educational Association of the Methodist Episcopal Church of the second part,

**Witnesseth,** That the said part 1st of the first part in consideration of the sum of six hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, half sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part their 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: East half 1/4 of the South East quarter 1/4 of Sec. 17 T. 17 N. R. 15 W. Range Twenty (20) containing Eighty Acres

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said do hereby covenant and agree that at the delivery hereof they 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 six hundred dollars according to the terms of one certain Coupon Note this day executed and delivered by the said Erhart Yakle, Mary his wife 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 its 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 part 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 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 Erhart Yakle & Mary his wife heirs and assigns.

**In Witness Whereof,** The said part 1st of the first part, ha<sup>th</sup>ereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

J. M. SullivanG. L. ClahamCharles C. Ives

STATE OF KANSAS,

County of Douglas

} ss.

Erhart Yakle

(SEAL.)

Mary Yakle

(SEAL.)

James Brooks

(SEAL.)

James Brooks

(SEAL.)

**Be it Remembered,** That on this 7th day of Feb, A. D. 1895, before me, J. E. Nain, a Notary Public in and for said County and State, came Erhart Yakle and Mary Yakle, wife

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 Aug 3 1895Recorded 16 A. D. 1895 at 2 o'clock P. M.

Notary Public.

James Brooks

Register of Deeds.

The following is endorsed 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 23 day of Aug. A.D. 1899

Recorded August 24th 1899

J. J. Saxman  
Register of Deeds  
By H. C. Fisher  
Deputy

The Kansas Educational Association of the  
Methodist Episcopal Church.  
By C. S. Parmenter Pres.

attest  
J. E. Nain  
J. M. Clark