

This Indenture, Made this 28th day of March in the year of our Lord one thousand eight hundred and ninety five between Sarah Yeager Widow of Lawrence in the County of Douglas and State of Kansas of the first part, and James Brooke of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of One Hundred and fifty DOLLARS, to her 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 her 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: all that tract or parcel of land described as follows: Begin Twenty (20) Rods North of a Point Twenty (20) Rods East of South west corner of North West 1/4 of Section Six (6) Township Thirteen (13) Range Twenty (20) East of 6th P.M. Thence North Twelve (12) Rods East Twenty (20) Rods South & West (12) Rods West Twenty (20) Rods to beginning One and one half Acres This mortgage is given to secure the payment of a portion of the purchase money for said above described tract with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part do hereby covenant and agree that at the delivery hereof she 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 One Hundred and fifty according to the terms of one certain promissory note this day executed and delivered by the said Sarah Yeager to the said party of the second part: payable on or before One year from date at The Merchants Nat. Bank of Lawrence Kansas, with interest at the rate of eight per cent per annum

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 her 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 her 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 Sarah Yeager heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set her hand and seal the day and year first above written.

Signed and delivered in presence of

Sarah Yeager (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 28th day of March, A. D. 1895, before me, Alfred Whitman, a Notary Public in and for said County and State, came Sarah Yeager Widow 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 May 17 1899
Recorded March 28 A. D. 1895 at 4th o'clock P. M.

Alfred Whitman Notary Public.
James Brooke 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 here thereby created, discharged. As witness my hand, this 6th day of March A.D. 1896

Recorded March 26th 1896
James Brooke Register of Deeds