

This Indenture, Made this Twelfth day of September in the year of our Lord one thousand eight hundred and ninety four between A. R. Dolbee and E. M. Dolbee his wife of Clinton in the County of Douglas and State of Kansas of the first part, and Idore Yager of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Two thousand 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 West half of the South West Quarter of Section No. thirty one (31) in Township No. thirteen (13) N. of Range No. nineteen (19) E. containing 80 Acres of land more or less according to Government Survey

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Parties of the first part 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

This grant is intended as a Mortgage to secure the payment of the sum of Two thousand dollars on or before ten years from date according to the terms of a certain promissory note this day executed and delivered by the said A. R. Dolbee to the said party of the second part his The said note to draw interest at the rate of six percent (6%) per annum payable annually on the 1st days of October 1896, 1897, 1898, 1899, 1900, 1901, 1902, 1903, 1904 and 1905.

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 therefor, 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 Parties of the first part their 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

A. R. Dolbee (SEAL.)

E. M. Dolbee (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 13th day of September, A. D. 1894, before me, a justice of the peace, A. R. Dolbee and E. M. Dolbee his wife a Notary Public in and for said County and State, came A. R. Dolbee and E. M. Dolbee his wife 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 189

Recorded Sept 14 A. D. 1894 at 10 o'clock AM of the month of September

James Brooks
Register of Deeds.

In consideration of \$2000
received of the within mortgage
I hereby release the same this
6th day of Sept. 1896
S. J. Dolbee

Assigned see Book 33 Page 274

Attest A. W. Christ, reg.
Register of Deeds.