

This Indenture, Made this Fifteenth day of January in the year of our Lord one thousand eight hundred and ninety six between Addell @ Hall widow of the Township of Millersburg in the County of Douglas and State of Kansas of the first part, and Granville Yager of the second part,

**Witnesseth,** That the said party of the first part in consideration of the sum of Five hundred and fifty DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, hath sold and by these presents doth 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 of the North East quarter of Section 10 (10) Township 15 (15) Range 12 (12) in said County and State

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 doth 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 of every nature and kind whatsoever

This grant is intended as a Mortgage to secure the payment of the sum of Five hundred and fifty dollars (\$550.00) according to the terms of One certain Promissory Note this day executed and delivered by the said Party of the first part to the said party of the second part: payable three (3) years after date with interest at seven per cent semi-annually. The mortgagor however reserves the privilege of paying off said note in full at time any interest is due upon paying 30 days notice in advance and also privilege of paying \$100.00 or less multiple times when interest is due and payable 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 Party of the first part her heirs and assigns.

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

Signed and delivered in presence of

Nugh Blair

Addell @ Hall

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 15<sup>th</sup> day of JANUARY, A. D. 1896, before me, Nugh Blair, a Notary Public in and for said County and State, came Addell @ Hall an unmarried woman

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 28<sup>th</sup> Dec 1897

Recorded Jan 18 A. D. 1896 at 8<sup>30</sup> o'clock A M.

Nugh Blair

Notary Public.

James Brooks

Register of Deeds.

The foregoing was indorsed on the original instrument. Therein herein described having been paid in full. The mortgage is hereby released and the lien thereby created discharged to witness my hand, this 20 day of January A.D. 1894

Granville Yager

Recorded February 2nd 1894  
W. D. Bowman  
Register of Deeds  
reg. J. B. Fisher exp.