

This Indenture, Made this 3^d day of February in the year of our Lord one thousand eight hundred and ninety 200 between Robert E. Riale and his wife Elsie A. Riale of Lawrence in the County of Douglas and State of Kansas of the first part, and Granville Yager of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Two Hundred 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 part 2d 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: Lot number Thirteen (13) in Block number Nine (9) of Lane Place in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Robert E. Riale 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 Two Hundred Dollars and interest thereon according to the terms of One certain Note this day executed and delivered by the said Robert E. Riale and Elsie A. Riale to the said part 2d 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 part 2d 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 part 2d making such sale on demand to the said Robert E. Riale his heirs and assigns.

In Witness Whereof, The said part 1st of the first part, have hereunto set their hand and seal the day and year first above written.

Witnessed
Signed and delivered in presence of

A. A. Cooper

Robert E. Riale (SEAL.)

Elsie A. Riale (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 11 day of February, A. D. 1896, before me, A. A. Cooper, a Notary Public in and for said County and State, came Robert E. Riale and Elsie A. Riale

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 March 24 - 1896 A. A. Cooper

Recorded February 10 A. D. 1896 at 9:55 o'clock A.-M.

Notary Public.

James Brooks
Register of Deeds.

The following is indented on the original instrument
The note herein described having been paid in full this 23rd February
is hereby released and the time hereby created discharged
As Witness my hand this 13th day of October A.D. 1896
Granville Yager

Granville Yager

Recorded April 10th 1896.