

This Indenture, Made this Twelfth day of May in the year of our Lord one thousand eight hundred and ninety four between William J. Evans an unmarried man of Kansas in the County of Douglas and State of Kansas of the first part, and Thomas E. Evans of the second part,

**Witnesseth**, That the said party of the first part in consideration of the sum of Two Thousand (2000) DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do LL 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: All of the South East quarter of Section thirty, four (34) Township thirty (30) Range thirty (30); also beginning at the South East corner of the South West quarter of said Section thirty, four (34) Township and range aforesaid, thence running North One hundred sixty (160) Rods, thence West One hundred Rods, thence South Three (3) Rods, thence in a South Easterly direction to the place of beginning, also all of the North East fractional quarter and the East fifty (50) Rods of the South East quarter of Section thirty (30) Township thirty (30) Range thirty (30); containing in all 426 <sup>75</sup>/<sub>100</sub> Acres more or less with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said William J. Evans do LL 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 Thousand (2000) Dollars according to the terms of an certain promissory note this day executed and delivered by the said William J. Evans to the said party of the second part: Said note payable on demand, with interest at six per cent per annum, payable annually, both principal and interest payable at Standard Water in Manhattan, Kansas 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, appraisalment 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 William J. Evans heirs and assigns.

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

Signed and delivered in presence of

S. H. Sheldon

Wm. J. Evans

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }  
County of Douglas } SS.

**Be it Remembered**, That on this 30<sup>th</sup> day of March, A. D. 1896, before me, S. H. Sheldon, a Notary Public in and for said County and State, came William J. Evans an unmarried man 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 25<sup>th</sup> 1897

Recorded March 30 A. D. 1896 at 11<sup>20</sup> o'clock P. M.

Notary Public.

James Brooks  
Register of Deeds.

This following is indorsed on the original instrument  
 The note herein described having been paid in full this mortgage  
 is hereby released and the said Jacoby created discharged  
 As witnesses my hand this 9<sup>th</sup> day of August A.D. 1900.  
Albert L. H. Corser,  
Register of Deeds.  
 Recorded August 9<sup>th</sup> 1900.