

This Indenture, Made this 16 day of December in the year of our Lord one thousand eight hundred and ninety six between N. E. Yeager, & E. Yeager husband and wife of Baldwin in the County of Douglas and State of Kansas of the first part, and Sarah J. Yeager of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Six Hundred and ^{no} 100 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 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: the East Sixty (60) acres of the South half (1/2) of the North East quarter (1/4) of Section twenty eight (28) Township four (4) Range twenty (20)

with all the appurtenances, and all the estate, title and interest of the said parties 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 Six Hundred Dollars according to the terms of Three (3) certain promissory notes this day executed and delivered by the said N. E. Yeager and E. Yeager to the said party 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 party of the second part or 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 or 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 Parties of the first part or their heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

N. E. Yeager (SEAL)
E. Yeager (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,
County of Douglas } SS.

Be it Remembered, That on this 16 day of Dec, A. D. 1896, before me, J. E. Hair, a Notary Public in and for said County and State, came N. E. Yeager and E. Yeager 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 Aug 3 1900
Recorded Dec 20 A. D. 1896, at 1 o'clock P-M.

Notary Public.

James Brooks
Register of Deeds

The following is enclosed on the original instrument -
this note herein described having been paid in full,
this mortgage is hereby released, and the said thereby
created discharged. As witness my hand, this 20th
day of March A.D. 1900.
Attest: Geo. H. Kaylor
Notary Public

Recorded April 4th 1900 -
By Ellis B. Toman,
Register of Deeds,
Deputy.