

This Indenture, Made this 17th day of July in the year of our Lord one thousand eight hundred and ninety seven between Anthony M. Karnes and his wife Hannah M. Karnes of Endora 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 us of the first part in consideration of the sum of One 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 East half of the South East quarter of Section Number thirty five (35) in Township Number Thirteen (13) of Range Number Twenty (20)

with all the appurtenances, and all the estate, title and interest of the said part us of the first part therein. And the said Anthony M. Karnes 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 One thousand Dollars and interest thereon according to the terms of One certain Note this day executed and delivered by the said Anthony M. Karnes and Hannah M. Karnes 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 us 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 us 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 Anthony M. Karnes, his heirs and assigns.

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

Signed and delivered in presence of

Anthony M. Karnes (SEAL)
Hannah M. Karnes (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 17th day of July, A. D. 1897, before me, W. E. Hagen, a Notary Public in and for said County and State, came Anthony M. Karnes and Hannah M. Karnes, 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 Oct 5 1898 W. E. Hagen Notary Public.
Recorded Sept 13 A. D. 1897, at 9 o'clock A. M.

James Brooks
Register of Deeds.

The following is index of such original instrument
the date when described, having been paid in full this Mortgage
is hereby released and discharged
As Witness my hand this 27th day of July A. D. 1900,
Granville Yager
Register of Deeds.

Recorded March 5th 1900.