

This Indenture, Made this First day of December in the year of our Lord one thousand eight hundred and ninety seven between Lewis J. Eberhart and his wife Siggie J. Eberhart of Almyra in the County of Douglas and State of Kansas of the first part, and Granville Yager of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Three 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 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 West half of the South East quarter of Section Number Six (6) and the North thirty (30) acres of the East half of said South East quarter Section Number Six (6) in Township Fourteen (14) of Range Number 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 Lewis J. Eberhart 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 Three hundred Dollars and the interest thereon according to the terms of one certain note this day executed and delivered by the said Lewis J. Eberhart and Siggie J. Eberhart 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 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, 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 party making such sale on demand to the said Lewis J. Eberhart his heirs and assigns.

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

Signed and delivered in presence of

Lewis J. Eberhart (SEAL.)
Siggie J. Eberhart (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 1st day of December, A. D. 1897, before me, James H. Mitchell, a Notary Public in and for said County and State, came Lewis J. Eberhart and Siggie J. Eberhart, 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 Feb. 13th 1900. James H. Mitchell Notary Public.
Recorded Dec 11 A. D. 1897, at 3⁴⁰ o'clock P. M.

James Brooks Register of Deeds.

*The following is Endorsed on the original instrument:
The Note herein described having been paid in full, this Mortgage is hereby Released and the Title thereby created discharged.
As Witness My hand this 1st Day of Dec. A.D. 1905.
Granville Yager.*

*Recorded May 1st 1905;
A.D. Abstracting;
Register of Deeds.*