

This Indenture, Made this 20th day of December in the year of our Lord one thousand eight hundred and ninety seven between Thomas W. Binson and his wife Lyda Binson of Fresno in the County of Fresno and State of California of the first part, and Charles P. Grosvenor Lawrence, Esq. of the second part.

Witnesseth, That the said part is 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: North East quarter of the North East quarter Section One (1) Range Eighteen (18) Township Thirteen (13)

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said Thomas W. Binson and Lyda Binson do hereby covenant and agree that at the delivery hereof they are 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 according to the terms of one certain Note this day executed and delivered by the said Thomas W. Binson and Lyda Binson 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 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 Thomas W. Binson and Lyda Binson their heirs and assigns.

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

Signed and delivered in presence of

Thomas W. Binson (SEAL.)
Lyda Binson (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of _____ } SS.

Be it Remembered, That on this _____ day of _____, A. D. 189____, before me, _____, a Notary Public in and for said County and State, came _____

_____ 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 _____

Notary Public.

State of California }
County of Fresno } SS.

On this 20th day of December in the year of our Lord one thousand eight hundred and ninety seven before me O. L. Everts a Notary Public in and for said County, residing therein duly commissioned and sworn, personally appeared Thomas W. Binson and Lyda Binson (his wife) known to me to be the persons described in whose names are subscribed to and who executed the within instrument, and they acknowledged to me that they executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal at my office in the County of Fresno, the day and year in this certificate first above written.

O. L. Everts
Notary Public in and for County of Fresno, State of California

Recorded Jan'y 13th 1897 at 3³⁰ o'clock P. M.

L. B. Doorman
Register of Deeds

The following is witnessed on the original instrument
The state herein described having been paid in full this mortgage
is hereby released and the said party created discharged
As witness my hand this 20th day of Dec. 1897.
Charles P. Grosvenor.

Recorded Dec 28th 1900
L. B. Doorman Register of Deeds