

This Indenture, Made this 26th day of January in the year of our Lord one thousand eight hundred and ninety eight between Sarah Matilda Weybright and her husband Daniel P. Weybright of Marion 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 is of the first part in consideration of the sum of Five Hundred and Twenty five DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have not sold and by these presents do not 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: Beginning at a point on the west line of the north half of the south west quarter of section one (1), township four (4) south, range eight (8) east of 12th E (23rd T. 4 S. 8 E.) and running north 65 1/2° west (16 1/2° N. 65 1/2° W.) north of the south west corner of said north half, thence north 52° 20' east, seventy four chains fifty links (16 65 1/2° N. 52° 20' E. 74 ch. 50 l.) to a point on the south line of said 22 30' East 1/2, and two tenths 11 2/3 links thence south 71° 11' east two (2) chains four links (71° 11' S. 4 ch. 40 l.) to a point on the south line of the south west corner of said south west quarter, thence west along said south line twenty one chains and fifty seven and one tenth (67 1/10) links

More or less to the west line of said section one (1) thence North one (1) chain, duly five and one tenth ($65\frac{1}{10}$) links to beginning containing $22\frac{93}{100}$ acres more or less, all in the N. $\frac{1}{2}$ of S.W. $\frac{1}{4}$ Sec 1 - Tp 14 - Range 18.

with all the appurtenances, and all the estate, title and interest of the said part— of the first part therein. And the said Sarah Matilda Weybright does hereby covenant and agree that at the delivery hereof she 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 Five Hundred and Twenty
five (525) Dollars and interest thereon
according to the terms of One certain Note this day executed and delivered by the
said Sarah Matilda Weibright and Daniel Weibright to the said part 4 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 part y 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 part y 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 part y making such sale on demand to the said Sarah Matilda Weybright her heirs and assigns.

In Witness Whereof, The said part 102 of the first part, ha^{ve} hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

John McKeelin

Sarah Matilda Weybright (SEAL.)

Daniel G. Weybright (SEAL.)

(SEAL.)

... (SEAL.)

STATE OF KANSAS, } ss.
10. 1891

County of Douglas

Be it Remembered, That on this 26 day of January, A. D. 1898, before me
John McKeown, a Notary Public in and for said County and
State, came Sarah Matilda Weybright and
Daniel P. Weybright 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 April 28-1999 John McVee
Notary Public.

Recorded Jan. 27th A. D. 1898, at 11 o'clock A.M.

G. B. Soxman
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 same is hereby created discharged. As witness my hand this 15 day of January, A. D. 1912.

Granville Jager

Recorded July 20/9/2—
 May G. Lawrence
 Registrar of deeds