

This Indenture, Made this 15<sup>th</sup> day of March in the year of our Lord one thousand eight hundred and ninety eight between Paul Learnard and Anna D. Learnard, his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and O. E. Learnard of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Five Thousand (5000) 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 North East quarter and the North West quarter of Section Seventeen (17) Township Thirteen (13) Range Twenty (20)

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Paul Learnard 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 Five Thousand (5000) Dollars

according to the terms of a certain promissory note this day executed and delivered by the said Paul Learnard to the said party of the second part: Payable five (5) years from date with interest at six (6) per cent per annum, payable semi-annually, interest coupons being executed with said note

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 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 Paul Learnard 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

Paul Learnard (SEAL.)  
Anna D. Learnard (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } SS.  
County of Douglas

Be it Remembered, That on this 19 day of March A. D. 1898 before me, Alfred Whitman a Notary Public in and for said County and State, came Paul Learnard and Anna D. Learnard his wife to me personally known to be the same persons 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 Jan'y 17 1899  
Recorded March 28<sup>th</sup> A. D. 1898 at 11<sup>30</sup> o'clock A. M.

Alfred Whitman  
Notary Public.  
H. B. ...  
Register of Deeds.

Assigned Dec. 33, Page 433  
For Satisfaction of Book 33 Page 440

