

This Indenture, Made this 13th day of Sept in the year of our Lord one thousand eight hundred and ninety eight between Charles A. Yewdall and wife Anna M. Yewdall of Lawrence in the County of Douglas and State of Kansas of the first part, and O. B. Power of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two Hundred 00/100 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: Lots One Hundred fifty seven (157) and One Hundred fifty nine (159) Connecticut Street Lawrence Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part 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 Two Hundred 00/100 (\$200) Dollars according to the terms of two certain promissory notes \$100 each this day executed and delivered by the said parties of the first part 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 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 parties of the first part their 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

STATE OF KANSAS, }
County of Douglas } SS.

Be it Remembered, That on this 13th day of Sept, A. D. 1898, before me, _____, a Notary Public in and for said County and State, came Charles A. Yewdall & wife Anna M. Yewdall 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 Sept 15th 1900 James H. Mitchell
Recorded September 14th A. D. 1898, at 5³⁰ o'clock P. M. Notary Public.

W. J. Solomon
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 lien thereby created is charged to witness my hand, this 26th day of August, A. D. 1899
by John L. Kilworth
his atty. in fact
O. B. Power
Recorded August 26th 1899
W. J. Solomon
Register of Deeds
By W. J. Fisher
Deputy