

JOURNAL 26, LAWRENCE, KAN.

This Indenture, Made this 17<sup>th</sup> day of March in the year of our  
 Lord one thousand eight hundred and ninety Nine between Jacob Berge, Single

of Vinland in the County of Douglas and State of Kansas  
 of the first part, and Granville Yager, Matfield Mass.  
 of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Four Hundred DOLLARS, to him duly paid, the receipt

of which is hereby acknowledged, has sold and by these presents does 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: Being the west half (1/2) of the South East quarter (1/4) of Section Number (35) in Township Number Thirteen (13) Range Number Twenty (20) East of the Sixth principal Meridian

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Jacob Berge 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 Four Hundred Dollars Four years after date, with interest payable annually at the rate Seven per cent per annum according to the terms of One certain promissory note this day executed and delivered by the said Jacob Berge to the said party of the second part: He being agreed the said Berge may pay on principal of said note, when annual interest falls due in sums of 100<sup>00</sup> or any multiple thereof

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 part 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 Jacob Berge heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

Jacob Berge (SEAL)  
 (SEAL)  
 (SEAL)  
 (SEAL)

STATE OF KANSAS,  
 County of \_\_\_\_\_ } SS.

Rev. Stamp  
 100.



Be it Remembered, That on this 17<sup>th</sup> day of March, A. D. 1899, before me, N. J. March, a Notary Public in and for said county and State, came Jacob Berge 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 July 24, 1901 N. J. March  
 Recorded March 17 A. D. 1899, at 4<sup>20</sup> o'clock P. M. Notary Public

U. S. Foxman  
 Register of Deeds.

The following instrument was recorded on this original instrument  
 The instrument described having been paid in full, this mortgage  
 is hereby released, and the lien thereby created, discharged. At witness  
 my hand, this 25 day of March A.D. 1901  
 Recorded Mar 25-1901  
 U. S. Foxman  
 Register of Deeds  
 By Willard B. Foxman Deputy