

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Thirtieth day of August in the year of our Lord one thousand eight hundred and ninety-nines, between A. P. Jackson of Decatur in the County of Douglas and State of Kansas of the first part, and Joseph Yerdall of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One Thousand DOLLARS, to them duly paid, the receipt

of which is hereby acknowledged, have 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: Beginning at the north west corner of the northeast quarter of section Three (3) Township Four (4) Range eight (8) East of the sixth Principal Meridian and running thence north eighty one (81) degrees east forty three (43) rods; thence east to the middle of the alley running through block forty one (41) in the City of Decatur thence south down the middle of said alley to the center of Fourth Street in said City thence west along the center of Fourth Street to a point on the west line of the northeast quarter (1/4) of said section Two (2) thence north on said half section to the place of beginning, being in the City of Decatur in said County and State;

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said A. P. Jackson and Catherine A. Jackson do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 One Thousand dollars

according to the terms of One certain Note and Two Coupons this day executed and delivered by the said A. P. Jackson and Catherine A. Jackson to the said party of the second part: his heirs or assigns

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 cost and charges in making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said A. P. Jackson heirs and assigns.

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

Signed and delivered in presence of

Rev. Stamp 25

STATE OF KANSAS, } SS.

County of Douglas

Be it Remembered, That on this 13 day of August, A. D. 1899, before me, John M. Newlin, a Notary Public in and for said county and State, came A. P. Jackson and Catherine A. Jackson 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 13 1903 John M. Newlin Notary Public.

Recorded Sept. 4 A. D. 1899, at 4:20 o'clock P. M.

L. Moxman Register of Deeds.

The following is endorsed on the original instrument
This fourth day of September A. D. 1901
Attest: John M. Newlin
State of Kansas }
County of Douglas }
Edith B. Yerdall, deceased, to 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 of Sept. 4 1901 - L. Moxman Register of Deeds.
Recorded Sept. 4 1901 - L. Moxman Register of Deeds.
C. D. Edwards, Administrator of the estate of Joseph Yerdall, Deceased -