

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Ninth day of October in the year of our Lord one thousand eight hundred and ninety nine between Joseph Beechum and Lida J. Beechum, his wife of the City of Lawrence 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 DOLLARS, to them duly paid, the receipt

of which is hereby acknowledged, ha ve 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 Block number Eighteen (18) Nineteen (19) and Twenty (20) in Block number Ten (10) Lane Place in the City of Lawrence 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 Parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner s 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 Dollars

according to the terms of one certain Mortgage Note this day executed and delivered by the said Parties of the first part to the said party of the second part: Payable five years after date with interest according to said Note & coupons thereto attached

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, appraisal 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 Parties of the first part, their heirs and assigns.

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

Signed and delivered in presence of

Hugh Blair  
Jennie Lath  
STATE OF KANSAS,  
County of Douglas County } SS.

Joseph Beechum (SEAL.)  
Lida J. Beechum (SEAL.)  
mark (SEAL.)  
(SEAL.)

Be it Remembered, That on this 9<sup>th</sup> day of October, A. D. 1897, before me, Hugh Blair, a Notary Public in and for said county and State, came Joseph Beechum and Lida J. Beechum, his wife, to me personally known to be the same person s 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 28<sup>th</sup> Decy. 1901  
Recorded Oct. 9<sup>th</sup> A. D. 1897, at 3<sup>45</sup> o'clock P.M.

H. B. Soxman  
Notary Public.  
Register of Deeds.

The following is endorsed on the original instrument—  
December 2<sup>nd</sup>—1901—  
Received of Joseph Beechum the within named mortgage the sum of Five hundred and no Dollars, together all accrued interest thereon, in full satisfaction of the within mortgage. Granville Yager  
Recorded Dec. 6<sup>th</sup> 1901—  
G. H. Sopman,  
Register of Deeds,  
My Will B. Sopman,  
Deputy.