

This Mortgage has been fully paid and satisfied

Dated Dec 15, 1886.

Witness: Geo. A. Weston

Super. Superior of Deeds.

J. W. Van Noesen

By J. W. Van Noesen

Not a part of J. W. Van Noesen's record.

This Indenture, Made this 20th day of April in the year of our Lord one thousand eight hundred and eighty one between J. M. Shively & Mary Shively his wife of Marion in the County of Douglas and State of Kansas of the first part & J. W. Van Noesen of the second part: Witnesseth, That the said parties of the first part in consideration of the sum of One Thousand (\$1000⁰⁰) Dollars to them duly paid the receipt of which is hereby acknowledged, have sold, & by these presents do grant, bargain, sell and mortgage to the said party of the second part his heirs & assigns, forever all that tract or parcel of land situated in the County of Douglas & State Kansas described as follows to-wit: South East one quarter of Section Number three (3) in Township Number Fourteen (14) of Range Number Eighteen (18) 160 acres. Also the South West quarter of Section No Three (3) Town No. (14) Fourteen, Range No. Eighteen (18) 160 acres (making the South Half of Section No 3, Town No 14 Range No 18 320 acres, with the appurtenances, and all the whole title and interest of the said parties of the first part therein. And the said J. M. Shively and Mary Shively 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 & indefeasible estate, of inheritance therein free and clear of all incumbrances except a mortg of \$700⁰⁰ on the S.E. 1/4. This Grant is intended as a Mortgage to secure the payment of the sum of One Thousand (Dollars \$1000⁰⁰) according to the terms of one certain promissory note, this day executed and delivered by the said ^{J. M. Shively and Mary Shively to the said} party of the second part and this conveyance shall be void if such payment 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 mortgage is not kept up thereon, then this conveyance shall become absolute, and the whole shall become due and payable, and it shall be lawful for said party of the second part, his heirs 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, and out of all the money arising from such sale to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and the overflow, if any there be, shall be paid by the party making such sale on demand, to the said J. M. & Mary Shively their heirs or assigns.