

This Indenture Made this 22<sup>d</sup> day of August in the year of our Lord one thousand eight-hundred and eighty five between John M. Shepherd and Frances E. Shepherd his wife of Lawrence in the County of Douglas and State of Kansas of the first part and Henry M. Branger of the second part;

Witnesseth, That the said parties of the first part in consideration of the sum of One Thousand <sup>00</sup>/<sub>100</sub> 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: The South east quarter of Section Fifteen (15) Township Thirteen (13) Range Nineteen (19) less sixteen (16) acres in the North East corner, with the appurtenances and all the estate title and interest of the said parties of the first part therein. And the said John M. Shepherd does 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 and that he will warrant and defend the same against all claims whatsoever.

This Grant is intended as a mortgage to secure the payment of the sum of One Thousand <sup>00</sup>/<sub>100</sub> Dollars according to the terms of one certain promissory this day executed by the said John M. and Frances E. Shepherd to the said Party of the second part. Said note being given for the sum of One Thousand <sup>00</sup>/<sub>100</sub> Dollars dated August 22<sup>d</sup> 1885 due and payable in five years from date thereof with interest thereon from the date thereof, until paid according to the terms of said note and coupons thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached and as is hereinafter specified.

And the said party of the first part hereby agrees to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof and to keep the said premises insured in favor of the said mortgagee in the sum of no dollars in some insurance company satisfactory to said mortgagee, in default

The following is entered on original indenture. The note herein recited having been paid in full, this mortgage is hereby released and the land hereby created is clear.

Witness my hand, this 22<sup>nd</sup> day of August A.D. 1885  
Attest Alfred Whitman  
A. M. Branger  
Recorder Aug 26, 1885 at 11 o'clock A.M. James Brooks Register of Deeds  
County of Douglas State of Kansas