

This Indenture, Made this Fifteenth day of September in the year of our Lord one thousand eight hundred and eighty seven between Mary Ann Barton and John B. Barton husband of Bond in the County of Douglas and State of Kansas, of the first part, and Samuel D. Shepard Salem Mass. of the second part:

Witnesseth, That the said party 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 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 No. Twenty one (21) in Township No. Fourteen (14) S. of Range No. Eighteen (18) E. of sixth Principal Meridian. Containing One hundred sixty (160) acres more or less with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Mary Ann Barton and John B. Barton do hereby covenant and agree that at the delivery hereof they 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 and that they 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 Dollars, according to the terms of one certain promissory note this day executed by the said Mary Ann Barton and John B. Barton to the said party of the second part. Said note being given for the sum of One Thousand Dollars, dated ^{Fifteenth} September, due and payable in Three 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 it hereinafter specified. And the said parties 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 Dollars, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the parties of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and

The following is a copy of the original indenture, as the note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged.

Witness my hand, this 25th day of September A.D. 1887

Samuel D. Shepard

Recorded Sept. 27, 1890 at 4 o'clock P.M. James B. Brooks Register of Deeds

By A. W. Carman Deputy