

This Indenture, Made this 12th day of November in the year of our Lord one thousand eight hundred and eighty seven between Michael Sheffner and Catharine Sheffner his wife of County of Douglas and State of Kansas of the first part, and Samuel J. Roberts of the County of Douglas and State of Kansas of the second part:

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Three hundred and Fifty 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 situate in the County of Douglas and State of Kansas, described as follows, to wit:

The East half of the North East quarter of Section Four (4) in Township Fifteen (15) South of Range Eighteen (18) East of Sixth C. M. containing Eighty acres more or less according to government survey.

With the appurtenances, and all the estate, title and interest of the said parties of the first part therein.

This Grant is intended as a Mortgage to secure the payment of the sum of Three hundred and Fifty Dollars, according to the terms of Two certain Promissory notes Described as follows, to wit, one for \$175, dated Nov 12, 1887 in favor of Samuel J. Roberts with interest at 8 percent if paid when due if not 12 percent until Paid Due Feb 12, 1889 and one for \$175 dated Nov 12, 1887 in favor of Samuel J. Roberts with interest at 8 percent if paid when due if not 12 percent until Paid Due Feb 12, 1890 And this conveyance shall be void if such payment be made as is herein specified. But if default be made in said payment, or any part thereof, as provided, then this conveyance shall become absolute, and it shall be lawful for 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, and out of all the money arising from such sale, to retain the amount then due for principal and interest, and also for statutory damages in case of protest, together with the costs and charges of making such sale, and 10 per cent. on the amount secured by this mortgage, as a reasonable attorney's fee for foreclosure hereof, and the surplus, if any there be, shall be paid by the party making such sale, to the said

The following is indorsed on the original instrument
The within mortgage having been paid in full, it is hereby
released, Feb 15-90

S. J. Roberts

Recorded May 16th 1890
JAMES BOOTH
Register of deeds