

This Indenture, Made this Ninth day of October in the year of our Lord one thousand eight hundred and Eighty Eight between J. M. Shively & his wife Mary Shively of Marion in the County of Douglas and State of Kansas, of the first part, and Granville Jager of the second part:

Witnesseth That the said parties 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 & State of Kansas, described as follows, to wit:

The South East quarter of Section Three & Township Fourteen (14) Range Eighteen (18) with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said J. M. Shively does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted and seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances and does further expressly waive all benefits of Homestead provided by Section 2 Article 10 of the Constitution of the State of Kansas and any Statute in pursuance thereof. 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 Note this day executed and delivered by the said J. M. Shively & Mary Shively to the said Granville Jager payable at the office of H. Grosvon or his Lawrance as follows, to wit:

One thousand dollars on the Ninth day of October 1891 with the interest thereon, at 8 per cent per annum to the said party of the second part. And this conveyance shall be void if such payment be made as is 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 shall become due and payable, 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, appraised or not, at the option of the party of the second part his executors, administrators or assigns; and out of all the moneys arising from such sale, to retain the amount then due for principal and interest, together with the costs and charges of

The following is indorsed on the original instrument
Now consideration of full payment of the within mortgage
I hereby release release the same this 17 day of Apr 1897
Granville Jager

Recorded April 17-1897
J. M. Shively