

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 11th day of March in the year of our Lord one thousand eight hundred and ninety one between Samuel A. Carson unmarried of Lawrence in the County of Douglas and State of Kansas of the first part, and John M. Shepherd of said County and State of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Five hundred and fifty DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does 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 southwest quarter (1/4) of the Northwest quarter (1/4) of Section (22) twenty two township (13) thirteen Range (11) sixteen and the South (20) twenty acres of the east half (1/2) of said quarter section

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Samuel A. Carson does hereby covenant and agree, 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 except a certain mortgage referred to in the deed to said ^{Carson} from said Shepherd wife

This grant is intended as a Mortgage to secure the payment of the sum of Five hundred and fifty dollars according to the terms of a certain Promissory note this day executed and delivered by the said Samuel A. Carson to the said John M. Shepherd for \$500⁰⁰ to the said party of the second part payable to the order of John M. Shepherd five years after date with interest at the rate of seven per cent per annum from date payable semi-annually

and this conveyance shall be void if such payments 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 insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the 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, appraisement hereby waived or not at the option of the party of the second part his executors, administrators or assigns; and out of all moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges of making such sales, and the overplus, if any there be, shall be paid by the party making such sale or demand to the said Samuel A. Carson his heirs and assigns.

In Witness Whereof, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

Samuel A. Carson (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, } ss.
Douglas County

Be it Remembered, That on this 11th day of March, A. D. 1891, before me Probate Judge, a Notary Public in and for said County and State, came Samuel A. Carson to me personally

known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

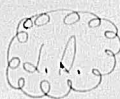
In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires 189Recorded March 14 A. D. 1891, at 3⁴⁰ o'clock P M.

B. J. Horton
James Brooks Register of Deeds

The note secured by the mortgage herein recorded has been paid in cash and said mortgage is hereby released and the lien thereby created discharged this 11th day of March 1891.

Witness my hand and seal this 11th day of March 1891.



The following is indexed on the original instrument