

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 East half (E½) of the South West Quarter (SW¼) of Section No Thirty Two (32) Township No Fourteen (14) Range No Twenty one (R. 21) containing Eighty (80) acres more or less, with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Addison J. Sheppard doth hereby covenant and agree that at the delivery hereof he is the law-ful 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 (1000⁰⁰) Dollars, according to the terms of an uncertain promissory note this day executed by the said Addison J. Sheppard to the said party of the second part. Said note being given for the sum of One Thousand Dollars, dated Nov 12th 1892 due and payable in February first (1) 1898 with interest thereon 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 herein after specified and the said party of the first part hereby agrees to pay all taxes accrued 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 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 party 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 become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof, or interest thereon or that tax was assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note and interest thereon, and all taxes and accruing penalties and interest and costs the remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not, at the option of the party of the second part, and it shall be lawful for the 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 moneys arising from such sale to retain the amount then due or to be owing according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said Addison J. Sheppard his heirs and assigns.

In testimony whereof, the said party of the first part, has hereunto set his hand and seal the day and year last above written.

Liquor & delivered in presence of

Addison J. Sheppard (seal)
(seal)

The following is enclosed as the original instrument
The note herein described having been paid in full the mortgage
is hereby released and the Deed thereby discharged.
As witness my hand this 25th day of Sept. A.D. 1900.
J. J. McLean

Recorded Oct 3rd 1900 J. J. McLean Agent of Nader