

to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

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



L. A. Steele

Notary Public

My Com. expires June 18. 1894.

Recorded June 21. 1893 at 12 o'clock M.

James Brooke

Register of Deeds.

This Indenture, Made this Eleventh day of February in the year of our Lord, One Thousand Eight Hundred and Ninety Three between Charles N. Shoemaker and Mary F. Shoemaker his wife of Appanoose in the County of Douglas and State of Kansas of the first part, and F. M. Hartman of Douglas Co. Kansas of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Five Hundred Dollars, to him 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: South Half (S. 1/2) of North East Quarter (N. E. 1/4) Section Fourteen (S. 1/4) Township Fifteen (T. 15) Range Seventeen (R. 17) Containing Eighty Acres (80 A) Appanoose or less with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Charles N. Shoemaker, Mary F. Shoemaker his wife do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances. Excepting that there exists on said land a mortgage for Three Hundred Dollars, and a mortgage for thirty dollars, the payment of which the Grantors herein agree to assume.

This Grant is intended as a Mortgage to secure the payment of the sum of Five Hundred Dollars, according to the terms of One certain Mortgage Note, this day executed by the said Charles N. Shoemaker and Mary F. Shoemaker to the said party of the second part, of which the following is a true copy. Appanoose Co. Feb 11th 1893

By \$500.00 Three years after date We promise to pay to the order F. M. Hartman at his res. Appanoose Kas. Five Hundred Dollars with ten per cent interest per annum, payable annually from date until paid. Value received.

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 if

The following is indorsed on the Original Instrument
In consideration of full payment of the within Mortgage,
I hereby release the same this 9 day of July 1896
F. M. Hartman

Recorded July 9, 1896.

James Brooke

Register of Deeds