

This Indenture, Made this 29th day of September in the year of our Lord one thousand eight hundred and ninety two 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 Yager of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Nine hundred 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 and State of Kansas, described as follows, to-wit: The North Ninety (90) acres of the North West quarter of Section Three (3) Township fourteen (14) Range Eighteen (18)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said J. M. Shively do hereby covenant and agree that 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.

This grant is intended as a Mortgage to secure the payment of the sum of Nine hundred dollars and interest thereon according to the terms of One certain Note this day executed and delivered by the said J. M. Shively & Mary Shively to the said party of the second part:

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 the 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 on demand to the said J. M. Shively & his heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

W. Governor

J. M. Shively

Mary Shively

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 29th day of September, A. D. 1892, before me Daniel S. Alford, a Notary Public in and for said County and State, came J. M. Shively and Mary Shively his wife 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 set my hand and affixed my official seal on the day and year last above written.

My commission expires April 9 1893
Recorded Oct 8 A. D. 1892, at 5 o'clock P-M.

Daniel S. Alford

Notary Public.

James Brooks
Register of Deeds.

Received of J. M. Shively the within named mortgage the sum of Nine hundred Dollars in full satisfaction of his within mortgage.
Granville Yager
Boston Mass. Dec. 7, 1897
The following is recorded on Original Instrument

Recorded Dec 23 1897

James Brooks
Register of Deeds

