

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 12th day of November in the year of our Lord one thousand eight hundred and ninety two between Addison S. Sheppard widower of Palmyra twp in the County of Douglas and State of Kansas of the first part, and George N. Eiler of Millsville Kansas of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Four Hundred fifty (450⁰⁰) DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents doth 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 East half (E 1/2) of the South West quarter (SW 1/4) of Section No. thirty two (32) Town ship No. four (4) Range No. twenty one (21) containing eighty (80) acres more or less.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Addison S. Sheppard doth 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 except One certain Mortgage executed as a first Mortgage in favor of J. M. Laine in the sum of One thousand Dollars.

This grant is intended as a Mortgage to secure the payment of the sum of Four hundred fifty (450⁰⁰) Dollars according to the terms of two certain promises or notes this day executed and delivered by the said Addison S. Sheppard to the said party of the second part: payable at Millsville Kansas as follows to-wit: Two hundred fifty (250⁰⁰) dollars on the 1st day of February 1894 with one year interest at the rate of eight percent. Two hundred (200⁰⁰) dollars on the 7th day of February 1895 with two years interest at the rate of eight percent for annum payable annually with interest thereon 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 part 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 Addison S. Sheppard 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. Addison S. Sheppard (SEAL.)

STATE OF KANSAS, }
County of Franklin } ss.

Be it Remembered, That on this 12 day of Nov, A. D. 1892, before me H. M. Bennett, a Notary Public in and for said County and State, came Addison S. Sheppard widower 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 Feb 6 1894. H. M. Bennett Notary Public.
Recorded Nov 14 A. D. 1892, at 9 o'clock M.
James Brooks Register of Deeds.

The following is endorsed on the original instrument
\$450⁰⁰ Feb 11th 1893. Received of Addison S. Sheppard the within named mortgage the sum of Four hundred and fifty dollars in full satisfaction of the within mortgage
George N. Eiler
Witness his signature Nov 11-1892
Recorded February 16 1893
James Brooks Register of Deeds

