

This Indenture, Made this Twelfth day of March in the year of our Lord one thousand eight hundred and ninety three between Mary H. Arnold Widow of Lawrence in the County of Douglas and State of Kansas of the first part, and Samuel D. Shepard of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of seventy hundred and fifty DOLLARS, to her 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 her 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: Lot Two hundred and twelve (212) Tennessee Street Lawrence Douglas Co. Kansas

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Mary H. Arnold doth hereby covenant and agree that at the delivery hereof she 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 seventy hundred and fifty Dollars according to the terms of one certain Note and four this day executed and delivered by the Mary H. Arnold to the said party of the second part:

her heirs or assigns the house to be kept insured in favor of the Mortgagee in the sum of Four hundred Dollars

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 her 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 her 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 Mary H. Arnold her heirs and assigns.

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

Signed and delivered in presence of

John M. Newlin

Mary H. Arnold

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 13 day of March, A. D. 1893, before me John M. Newlin, a Notary Public in and for said County and State, came Mary H. Arnold 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 April 28 1895

Recorded March 13 A. D. 1893, at 10 o'clock A. M.

John M. Newlin

Notary Public

Samuel D. Shepard

Register of Deeds

The following is indorsed on the original instrument:  
The note herein described having been paid in full, the mortgage is hereby released, and the line thereby created discharged.  
Attest: As witness my hand this 20th day of March A.D. 1893  
Samuel D. Shepard

Miss Brooks dead  
Recorded March 21st 1893  
John E. Smith