

JOURNAL CO. LAWRENCE, KAN.

The following is endorsed on the original instrument:  
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 2nd day of February, A.D. 1897.  
E. C. Hopkins, Notary Public for said County and State.  
Recorded February 11th 1897  
James Brooks, Register of Deeds

This Indenture, Made this twentieth day of September in the year of our Lord one thousand eight hundred and ninety-three between Henry M. Shaw of Hickman in the County of Douglas and State of Kansas of the first part, and Mary E. Wright of the same place of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of One Thousand DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do 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: Begin Ninety-four (94) rods fifteen and one half (15 1/2) feet south of the North line and Eighty (80) rods East of the West line of the North East quarter of Section No Six (6) in Township No Thirteen (13) of Range No Twenty (20) Thence South Fourteen (14) rods and fourteen feet, thence West Forty-two (42) rods, thence North Fourteen (14) rods and fourteen feet, thence East Forty-two (42) rods to the place of beginning containing three and nine tenths (3 9/10) acres more or less, excepting however the right of way of the St. Louis, Lawrence and Denver Railroad Company across said land with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said

Party of the first part 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 and he will maintain insurance both fire and Tornado on the buildings on said premises to the amount of One thousand dollars for the benefit of said second party

This grant is intended as a Mortgage to secure the payment of the sum of One Thousand dollars, the same being a part of the purchase money of the above described premises, according to the terms of One certain promissory note and coupons this day executed and delivered by the said Henry M. Shaw to the said party of the second part: due and payable on or before two years after date with interest payable semi-annually at the rate of seven per cent per annum

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 surplus, if any there be, shall be paid by the party making such sale on demand to the said Henry M. Shaw - 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.

Signed and delivered in presence of  
Henry M. Shaw (SEAL.)  
Bertha E. Shaw (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS,  
County of Douglas } ss.

Be it Remembered, That on this 20th day of September, A. D. 1893, before me E. C. Hopkins, a Notary Public in and for said County and State, came Henry M. Shaw & Bertha E. Shaw his wife 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 July 11th 1897 E. C. Hopkins Notary Public.  
Recorded September 21 A. D. 1893, at 9:20 o'clock A. M.  
James Brooks Register of Deeds.