

JOURNAL CO. LAWRENCE, KAN.

**This Indenture**, Made this Fifth day of October in the year of our Lord one thousand eight hundred and Ninety three between Betsy Ann Tisdale and Henry Tisdale husband 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 parties of the first part in consideration of the sum of Seven 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: Lot No Forty Seven (47) on Tennessee Street in the City of Lawrence Douglas County Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Betsy Ann Tisdale and husband 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 incumbrances

This grant is intended as a Mortgage to secure the payment of the sum of Seven hundred Dollars according to the terms of One certain Note & two Coupons this day executed and delivered by the said Betsy Ann Tisdale and Henry Tisdale 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 Betsy Ann Tisdale 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

Betsy Ann Tisdale (SEAL.)  
Henry Tisdale (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

**Be it Remembered**, That on this 6<sup>th</sup> day of October, A. D. 1893, before me John M. Newlin, a Notary Public in and for said County and State, came Betsy Ann Tisdale and Henry Tisdale 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 28 1895  
Recorded Oct 23 A. D. 1893, at 5<sup>30</sup> o'clock P. M.

John M. Newlin Notary Public.  
James Brooke Register of Deeds.

The following is endorsed on original indenture:  
Received payment in full satisfaction  
of within mortgage.  
J. D. Bowersock

Recorded April 31 1903  
J. L. Lowman  
Reg. Register of Deeds

(Assigned See Book 31 Page 404)

