

This Indenture, Made this Twelfth day of July in the year of our Lord one thousand eight hundred and ninety three between N. Y. Bieratt and Lydia A. Bieratt wife of Lawrence in the County of Douglas and State of Kansas of the first part, and R. L. Shields of the second part,

Witnesseth, That the said part us of the first part in consideration of the sum of Three hundred and fifty 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 us 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: Lots Eleven (11) and Twelve (12) South Lawrence

with all the appurtenances, and all the estate, title and interest of the said part us of the first part therein. And the said N. Y. Bieratt and Lydia A. Bieratt 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 Three hundred and fifty Dollars according to the terms of One certain Note this day executed and delivered by the said N. Y. Bieratt and Lydia A. Bieratt to the said party of the second part us heirs or assigns

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 hereof, 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 us of the second part us 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 us 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 N. Y. Bieratt heirs and assigns.

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

Signed and delivered in presence of

John M. Newlin

Lydia Bieratt

N. Y. Bieratt

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 12 day of July, A. D. 1893, before me a Notary Public in and for said County and State, came N. Y. Bieratt and Lydia A. Bieratt 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 Nov 13 A. D. 1893, at 3 o'clock P. M.

John M. Newlin

Notary Public.

James Brooks
Register of Deeds

The following is indorsed on the original instrument
The note herein described having been paid in full, this mortgage
is hereby released, and the lien thereby created discharged.
this 17 day of June, A.D. 1896
at Lawrence, Kansas
R. L. Shields

Recorded June 17th 1896.

James Brooks
Register of Deeds