

JOURNAL CO., LAWYERS, KAN.

This Indenture, Made this Seventh day of July in the year of our Lord one thousand eight hundred and thirty four between E. P. Shurton and E. P. Shurton as guardian of Ann M. Shurton of Laurance in the County of Douglas and State of Kansas of the first part, and Mrs Magdeline Hertzler of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of One hundred and fifty (150) DOLLARS, to him 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: 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: Lots No One hundred sixty four (164) and One hundred & sixty six (166) Mississippi street in the city of Lawrence and State of Kansas

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said E. P. Shurton and E. P. Shurton as Guardian of Ann M. Shurton do hereby covenant and agree that at the delivery hereof they 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

One hundred and fifty Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said E. P. Shurton to the said party of the second part: Mrs Magdeline Hertzler

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 E. P. Shurton and Ann M. Shurton their heirs and assigns.

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

Signed and delivered in presence of

Eliakim P. Shurton (SEAL.)
Eliakim P. Shurton (SEAL.)
Guardian of person and (SEAL.)
estate of Ann M. Shurton (SEAL.)

STATE OF KANSAS, } ss.
 County of Douglas

Be it Remembered, That on this 7th day of July, A. D. 1894, before me John D. Norton Probate Judge, a Notary Public in and for said County and State, came Eliakim P. Shurton in proper person and also as Guardian of Ann M. Shurton 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 18

Recorded July 7 A. D. 1894, at 7³⁰ o'clock P. M.

John D. Norton

Probate Judge

James Brooks

Register of Deeds.

The following is a true and correct copy of the original instrument, in consideration of full pay, made of the within mortgage, and I hereby release the same this 5 day of June 1895.
Mrs Magdeline Hertzler
Recorded June 5, 1895 at 1:20 o'clock PM, James Brooks Register of Deeds, Lawrence, Kansas