

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 30 day of August in the year of our Lord one thousand eight hundred and ninety four between James I. Syner of Medina in the County of Douglas and State of Kansas of the first part, and Emma P. Shepard of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Four Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do all 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: South East East One half 6<sup>th</sup> of the South East Quarter of Section Fourteen in Town Fifteen Range Nineteen 19 Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said James I. Syner 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

This grant is intended as a Mortgage to secure the payment of the sum of Four Hundred Dollars according to the terms of One certain promissory note this day executed and delivered by the said James I. Syner to the said party of the second part: Dated Aug 30 at Baldwin Kas due in two years with interest from date at the rate of 8% from date and payable at the Baldwin State Bank

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 all 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 all 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 for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said James I. Syner 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

James I. Syner (SEAL.)  
(SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 30 day of August, A. D. 1894, before me, J. E. Hair, a Notary Public in and for said County and State, came James I. Syner 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 Aug 3 1896  
Recorded 01 3 A. D. 1894 at 7 o'clock P-M. J. E. Hair Notary Public.

James Brooks  
Register of Deeds.

The following is undated on Original Instrument  
The note herein described having been paid in full this mortgage  
is hereby released and the lien thereby created is discharged.  
As witness my hand this 15th day of Dec. A.D. 1896  
Emma P. Shepard

Recorded Dec 15, 1896

By Fred Brooks  
Register of Deeds