

This Indenture, Made this Twenty eighth day of November in the year of our Lord one thousand eight hundred and ninety four between James G. Sands and Lucie E. Sands (wife) 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 Six hundred twenty five 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: Commencing in the West line of Tennessee Street at the South East Corner of Lot No. Two (2) Pine Street thence running on the South line of Lots two (2) four (4) and six (6) on Pine Street (One hundred and twenty) feet thence North sixty three East One hundred and twenty (120) feet to the West line of Tennessee Street thence South on said line to the place of beginning and being the South sixty (60) feet of Lots two (2) four (4) and the South sixty (60) feet of the East line of Lot six all on Pine Street in the City of Lawrence in said County and State with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said James G. Sands and Lucie E. Sands 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 Six hundred and twenty five Dollars according to the terms of One certain Noted Six Coupon this day executed and delivered by the said James G. Sands and Lucie E. Sands to the said party of the second part: his 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 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 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 G. Sands his heirs and assigns.

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

Signed and delivered in presence of

James G. Sands (SEAL)
Lucie E. Sands (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 1st day of December, A. D. 1894, before me, John M. Newlin, a Notary Public in and for said County and State, came James G. Sands and Lucie E. Sands 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 Dec 1 A. D. 1894 at 11⁴⁰ o'clock P M.

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

The following is indorsed on Original Instrument:
The note herein described having been paid in full this mortgage is hereby released, and the term thereby created is discharged.
Attest: As Witness my hand this 13th day of December A.D. 1897
Samuel D. Shepard
Carl A. Carlson
John Crowley

Recorded Dec 30-1897
By James Brooks Deputy

