

This Indenture, Made this 1st day of January in the year of our Lord one thousand eight hundred and ninety nine between James R. Shinar and Emma Shinar his wife of Marion in the County of Douglas and State of Kansas of the first part, and Fitch Reed of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Nine 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: The West two thirds of commencing at the North West corner of the South East Quarter of Section No. Twenty Four (24) Township No. 21 North South of Range No. twenty East Thence East along the North line of said quarter section thirty rods thence South to the center of Wakarusa Creek thence West following the meanders of said Creek to the West line of said Quarter section thence North along the West line said Quarter section to beginning with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part 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 Nine Hundred Dollars according to the terms of one certain Promissory note this day executed and delivered by the said James R. Shinar and Emma Shinar to the said party of the second part: payable three years from date with interest at the rate of seven per cent per annum. 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 R. Shinar and Emma Shinar 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 R. Shinar (SEAL)
Emma Shinar (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, }
County of Douglas } SS.

Be it Remembered, That on this 1 day of January, A. D. 1895, before me, L. A. Steele, a Notary Public in and for said County and State, came James R. Shinar and Emma Shinar his wife 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 June 18 1896

Recorded Jan 1 A. D. 1895 at 12:30 o'clock P. M.

L. A. Steele 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 hereby created discharged. As witness my hand this 31 day of December A. D. 1897

Chas. Reed

Marshall J. Leary
Executor of the Will of Fitch Reed deceased

Recorded December 31st 1897
James Brooks
Register of Deeds