

This Indenture, Made this 3<sup>rd</sup> day of May in the year of our Lord one thousand eight hundred and ninety five between Joseph Simpson & Marinda Simpson (wife) of Gideon in the County of Douglas and State of Kansas of the first part, and Samuel D. Sheppard of the second part,

**Witnesseth**, That the said parties of the first part in consideration of the sum of Three thousand 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 half (1/2) of the South West quarter of Section Seventeen (17) Township Thirteen (13) Range Nineteen (19) and the East Fifty (50) acres of the South East quarter (1/4) Section Eighteen (18) Township Thirteen (13) Range Nineteen (19) Also South West quarter (1/4) of North West quarter (1/4) less Seven and (23/100) acres in Section Seventeen (17) Township Thirteen (13) Range Nineteen (19)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Joseph Simpson & Miranda Simpson 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 Thousand Dollars according to the terms of One certain Note & ten Coupons this day executed and delivered by the said Joseph Simpson & Miranda Simpson 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 Joseph Simpson heirs and assigns.

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

Signed and delivered in presence of

Joseph Simpson (SEAL.)  
Marinda Simpson (SEAL.)  
 (SEAL.)  
 (SEAL.)

STATE OF KANSAS, }  
 County of Douglas } ss.

Be it Remembered, That on this 1<sup>st</sup> day of May, A. D. 1895, before me, John M. Newlin, a Notary Public in and for said County and State, came Joseph Simpson & Marinda Simpson 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 April 28 1899. John M. Newlin Notary Public.  
 Recorded May 6 A. D. 1895 at 11 o'clock A. M.

James Brooks  
 Register of Deeds.

Released and Seal Book 37 Page 396

