

This Indenture, Made this Twentieth day of January in the year of our Lord one thousand eight hundred and ninety Six between Sarah J. Shacker (widow) of Lawrence in the County of Douglas and State of Kansas of the first part, and Roscoe E. Learned of the second part,

**Witnesseth**, That the said party of the first part in consideration of the sum of Nine hundred DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do LL 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 East half (1/2) of North East quarter (1/4) of Section Nine (9) Township Thirteen Range Nineteen (19)

with all the appurtenances, and all the estate, title, and interest of the said party of the first part therein. And the said Sarah J. Shacker do hereby covenant and agree that at the delivery hereof she 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 Nine hundred Dollars according to the terms of One certain Note and ten Coupons this day executed and delivered by the said Sarah J. Shacker 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 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 Sarah J. Shacker her heirs and assigns.

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

Signed and delivered in presence of

Sarah J. Shacker (SEAL.)  
(SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

**Be it Remembered**, That on this 21<sup>st</sup> day of January, A. D. 1896, before me, John M. Newlin, a Notary Public in and for said County and State, came Sarah J. Shacker (widow)

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 25 1899  
Recorded Jan 21 A. D. 1896 at 11 o'clock P. M.

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

The following is witnessed on the original instrument  
The state herein described having been paid in full this Mortgage  
is hereby released and the lien thereby created discharged  
As Witness my hand this 18<sup>th</sup> day of February A.D. 1897.  
Roscoe E. Learned

Recorded March 18<sup>th</sup> 1897.  
W. H. Lawrence Register of Deeds

