

This Indenture, Made this 16th day of March in the year of our Lord one thousand eight hundred and ninety six between Nerry T. Richardson and Virginia E. Richardson 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 part all of the first part in consideration of the sum of Five 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 East half (1/2) of the East half (1/2) of the South East Quarter (1/4) of the North West Quarter (1/4) of Section 34 (5) T12N (13) R10W (20) in Douglas Co Kansas.

with all the appurtenances, and all the estate, title and interest of the said part all of the first part therein. And the said Nerry T. Richardson and Virginia E. Richardson 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 insured in the sum of Five hundred Dollars in favor of Mortgagee.

This grant is intended as a Mortgage to secure the payment of the sum of Five hundred Dollars according to the terms of One certain Note and ten coupons this day executed and delivered by the said Nerry T. Richardson and Virginia E. Richardson 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 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 part 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 Nerry T. Richardson his heirs and assigns.

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

Signed and delivered in presence of

R. D. Mason

Nerry T. Richardson (SEAL.)

Virginia E. Richardson (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } SS.

Be it Remembered, That on this 16th day of March, A. D. 1896, before me, John M. Newlin, a Notary Public in and for said County and State, came Nerry T. Richardson and Virginia E. Richardson 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 1899.

Recorded March 17 A. D. 1896 at 11 o'clock AM.

John M. Newlin

Notary Public.

James Brooks
Register of Deeds.

This following is interest on the original instrument
The note herein described having been paid in full this mortgage
is hereby released and the lien thereby created discharged
As witness my hand this second day of September A.D. 1899.
Attest
Wm H. Gurnett
County Clerk

J. D. Forward and Register of Deeds.

Recorded Sept 8th 1899.