

This Indenture, Made this Sixth day of April in the year of our Lord one thousand eight hundred and ninety six between J.M. Shively and Mary Shively his wife of Marion Township in the County of Douglas and State of Kansas of the first part, and Charles P. Grosvenor of the second part,

Witnesseth, That the said part all of the first part in consideration of the sum of One 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 Eighty Acres (80) of the South West quarter, Section (3), Township fourteen (14), Range Eighteen (18).

with all the appurtenances, and all the estate, title and interest of the said part all of the first part therein. And the said J.M. Shively and Mary Shively do hereby covenant and agree that at the delivery hereof the 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 One Thousand Dollars according to the terms of One certain Note this day executed and delivered by the said J.M. Shively and Mary Shively to the said party of the second part:

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 J.M. Shively heirs and assigns.

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

signed
Signed and delivered in presence of

Ella Shively
Fred Brooks

J.M. Shively (SEAL.)
Mary Shively (SEAL.)
Mark (SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 6 day of April, A. D. 1896, before me, James Brooks, a Notary Public in and for said County and State, came J.M. Shively and his wife Mary Shively 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 Nov. 1 1897
Recorded May 16 A. D. 1896 at 3 o'clock P. M.

James Brooks Notary Public.
James Brooks Register of Deeds.

This mortgage is intended to secure the Original Instrument.
The note herein described having been paid in full this mortgage is hereby released, and the lien hereby created discharged.
Witness my hand this 3 day of Nov. 2nd 1897.
Charles P. Grosvenor

Recorded Nov. 2, 1897.

By Fred Brooks, Register of Deeds.