

This Indenture, Made this Third day of May in the year of our Lord one thousand eight hundred and ninety seven between John N. Shimmors an unmarried man of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and Almira J. Hoyt of Cambridge, New York of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of One Thousand DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, hath sold and by these presents doth grant, bargain, sell and mortgage to the said party of the second part her 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: Lot No Seven (7) in Block No Four (4) of Jones First Addition to the City of Lawrence being the homestead of the said party of the first part who hereby agrees to maintain \$1000 insurance upon the buildings on said lot during the existence of this loan, for benefit of second party or her assigns

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part doth hereby covenant and agree that at the delivery hereof he 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 and that he will warrant and defend the same in the quiet and peaceable possession of said second party her heirs and assigns forever, against all persons lawfully claiming the same.

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 mortgage note this day executed and delivered by the said party of the first part to the said party of the second part: due in five (5) years from date with interest from date to maturity or default as evidenced by coupons attached to said note and interest after maturity or default until fully paid at the rate of ten percent 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 her 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 her 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 party of the first part, his heirs and assigns.

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

Signed and delivered in presence of

J. N. Shimmors (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 22 day of May, A. D. 1897, before me, Joseph E. Riggs, a Notary Public in and for said County and State, came John N. Shimmors, unmarried

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 May 29 1901 Joseph E. Riggs Notary Public.
Recorded May 22 A. D. 1897, at 2 o'clock P. M.

James Brooks
Register of Deeds.

The following is endorsed on the original instrument:
 The note herein described having been paid in full, this mortgage
 is hereby released, and the lien thereby created is discharged. Witnesses
 my hand, this 30th day of October, A.D. 1902 - Almira J. Hoyt
Henry C. Day, Notary Public.
Register of Deeds,
By Alice B. Bowman, Deputy.
 Recorded May 30th 1902 - L. L. Johnson,

