

This Indenture, Made this 3rd day of July in the year of our Lord one thousand eight hundred and ninety seven between Alexander Shaw and Frances E. Shaw his wife & J. W. Shaw single of Lawrence in the County of Douglas and State of Kansas of the first part, and Mary E. Veith of Steuben Co. N. Y. of the second part.

Witnesseth, That the said party 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 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: Sots Nos Twenty One (21) and Twenty Three (23) on Vermont Street in the City of Lawrence, said County and State

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part 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 One Thousand Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said Alexander Shaw & J. W. Shaw to the said party of the second part: Suppld at the Lawrence National Bank one year from this date with interest at the rate of eight percent per annum payable semi-annually

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 Alex Shaw & J. W. Shaw their heirs and assigns.

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

Signed and delivered in presence of

Alex Shaw (SEAL.)
Frances E. Shaw (SEAL.)
J. W. Shaw (SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 3rd day of July, A. D. 1897, before me, W. C. Spangler, a Notary Public in and for said County and State, came Alexander Shaw and Frances E. Shaw, his wife and J. W. Shaw unmarried 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 Oct 5th 1898 W. C. Spangler Notary Public.
Recorded July 3 A. D. 1897, at 3 o'clock P. M.

James Book
Register of Deeds

*This following is endorsed on the original instrument -
The note herein described having been paid in full, this mortgage
is hereby released, and the said party created discharged. (Witness
my hand, this 9th day of July A.D. 1901.)*

*Recorded July 15, 1900.
G. W. Shaw, Register of Deeds -
By Ellis B. Spangler, Deputy.*

(S.D.)