

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 29th day of June in the year of our Lord one thousand eight hundred and ninety seven between J. B. Shane and M. S. Shane, his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and J. H. Glathart of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five Hundred and 00/100 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 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 South half (S 1/2) of Lot Number three (3) Massachusetts Street in the City of Lawrence, County of Douglas and State of Kansas.

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 Five Hundred Dollars (\$500) according to the terms of One (1) certain Promissory Note this day executed and delivered by the said parties of the first part 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 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 parties of the first part 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

J. B. Shane (SEAL.)
M. S. Shane (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 30th day of June, A. D. 1897, before me, H. E. Benson a Notary Public in and for said County and State, came J. B. Shane and M. S. Shane, his wife 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 Jan 20th 1899 H. E. Benson Notary Public.
Recorded July 10 A. D. 1897, at 2 5 o'clock P. M.

James Brooks
Register of Deeds.

*The following was inclosed 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 17th day of June A.D. 1898
J. H. Glathart
Register of Deeds*

Recorded June 17th 1898.