

This Indenture, Made this 17 day of December in the year of our Lord one thousand eight hundred and ninety seven between Vincent J. Shearer of Lawrence in the County of Douglas and State of Kansas of the first part, and L. C. Boehler & W. H. Mason of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Fifty DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has he sold and by these presents does grant, bargain, sell and mortgage to the said party of the second part their 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 Thirty seven (37) and the North seventeen (17) feet of Lot thirty nine (39) on Connecticut Street in Lawrence, Douglas County, Kansas

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 does 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

This grant is intended as a Mortgage to secure the payment of the sum of Fifty Dollars according to the terms of one certain promissory note this day executed and delivered by the said Vincent J. Shearer to the said party of the second part: due on or before one year with interest at eight 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 their 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 their 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 heirs and assigns.

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

Signed and delivered in presence of

V. J. Shearer

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 18 day of Dec, A. D. 1897, before me, W. J. Howe, a Notary Public in and for said County and State, came Vincent J. Shearer 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 Feb. 5, 1899

Walters Howe

Notary Public.

Recorded Dec 18 A. D. 1897, at 5 o'clock P. M.

James Brooke
Register of Deeds.

Following is endorsed on the original instrument. The following partial release is attached to original instrument. We hereby release the within mortgage in so far as the same affects Lot thirty seven on Connecticut Street Lawrence Kas. Value received Feb. 1, 1898. L. C. Boehler W. H. Mason Recorded Feb. 2, 1898. L. C. Boehler & W. H. Mason

Recorded July 12-1901
W. H. Mason
Register of Deeds
By Billie B. Thompson - Deputy