

This Indenture, Made this 19<sup>th</sup> day of September in the year of our Lord one thousand eight hundred and ninety Eight between James Bruce Shearer and Maud Shearer, his wife of Linn in the County of Douglas and State of Kansas of the first part, and Mrs. Isaphine P. Granger of the second part,

**Witnesseth,** That the said part of of the first part in consideration of the sum of Five Hundred (\$500) DOLLARS, to them duly paid, the receipt

of which is hereby acknowledged, ha<sup>ve</sup> sold and by these presents do grant, bargain, sell and mortgage to the said 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: Lots One (1) Two (2) Three (3) and Four (4) in Fractional Section Fourteen (14) Township Twelve (12) Range Nineteen (19) East, being the North Fractional Half of said Section Fourteen (14) Containing One Hundred Sixty Six and 2/3 Acres, Subject to a prior Mortgage of \$3500, given to Wm. Sinclair September 20<sup>th</sup> 1893, Recorded Book 28, page 338.

with all the appurtenances, and all the estate, title and interest of the said part of 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 owner<sup>s</sup> of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances except as above noted, and that they 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 Five Hundred Dollars (\$500)

according to the terms of a certain Mortgage Note this day executed and delivered by the said Parties of the first part to the said part of of the second part:

Due in five (5) years from date, with interest from date to maturity as evidenced by coupons attached thereto, and interest after maturity or default at the rate of ten percent per annum until fully paid in cash or by Sheriff's deed to above described property, together with possession thereof.

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 part of 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, appraisalment hereby waived or not at the option of the part 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 part of making such sale on demand to the said Parties of the first part their heirs and assigns.

**In Witness Whereof,** The said part of of the first part, ha<sup>ve</sup> hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

James Bruce Shearer (SEAL.)  
Maud Shearer (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas }

Be it Remembered That on this 21<sup>st</sup> day of September, A. D. 1898, before me, L. A. Night, a Notary Public in and for said County and State, came James Bruce Shearer and Maud Shearer, his wife to me personally known to be the same person<sup>s</sup> 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. 20<sup>th</sup> 1899 L. A. Night Notary Public.  
Recorded Sept 21<sup>st</sup> A. D. 1898, at 3<sup>20</sup> o'clock P.M.

W. B. Bowman  
Register of Deeds.

The following is endorsed on the original instrument—  
Received of Maud Shearer, one of the within named mortgagors the sum of Five Hundred and 2/3 Dollars, in full satisfaction of the within mortgage—  
Maud Shearer  
Isaphine P. Granger  
Recorded Nov. 8<sup>th</sup> 1902  
L. B. Bowman,  
Register of Deeds,  
Register of Deeds,  
Deputy.