JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Fifteenth day of September in the year of our Lord one thousand eight hundred and ninety nine between Thomas W. Shirar and Viola J. Shirar, his wife, of Lawrence in the County of Douglas and State of Kansas of the first part, and Ellen M. Leary of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four hundred 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 The west sixteen 16 acres of the south west quarter 1/4 of section number sixteen 16 and the west twenty one and one half 21 1/2 acres of the north half 1/2 of section number twenty one 21 All in township number Thirteen 13 Range number Twenty 20 East of the sixth 6th Principal Meridian 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 Four hundred dollars according to the terms of one certain Mortgage Note this day executed and delivered by the said Thomas W. Shirar and Viola J. Shirar to the said party of the second part: Due Sept. 15th 1904 with interest from date to maturity or default as evidenced by coupons attached to said note and interest after maturity or default at the rate of ten per cent per annum until fully paid

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 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 party of making such sale on demand to the said parties of the first part, their heirs and assigns.

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

Signed, sealed and delivered in presence of

Thomas W. Shirar (SEAL.)
Viola J. Shirar (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, County of Douglas } SS.

Be it Remembered, That on this 15th day of September, A. D. 1899, before me, Geo. A. Banks, a Notary Public in and for said county and State, came Thomas W. Shirar and Viola J. Shirar, his wife, to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

L. S.

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 Dec. 1. 1900. Geo. A. Banks, Notary Public.

Recorded Sept 15th A. D. 1899, at 12 30 o'clock P. M.

G. S. Norman, Register of Deeds.

The following is endorsed on the original mortgage:
The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created satisfied.
As witness my hand this 13th day of September A.D. 1905.
Ellen M. Leary.

Recorded Sept. 13 '05.
Wm. Yost, Reg. of Deeds.
By Geo. E. Cornell, Dep.