JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 15 day of September in the year of our Lord one thousand eight hundred and ninety nine between Michael Shelly a single man of in the County of Douglas and State of Kansas of the first part, and Richard T. Richards of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Five hundred DOLLARS, to him duly paid, ~~the receipt~~ of which is hereby acknowledged, has sold and by these presents does grant, bargain, sell and convey mortgage to the said party of the second part his heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, and described as follows, to-wit: Commencing at the southeast corner of the northeast quarter of section Thirteen (13) Township Twelve (12) Range Eighteen (18) Thence running north 58½ degrees west Three and 71/100 (3 71/100) chains to a stake; Thence north 24 degrees west Two 77/100 (2 77/100) chains to a stake; Thence north 24 degrees west Two 77/100 (2 77/100) chains to a stake; Thence north 24 degrees west Three 83/100 (3 83/100) chains to a stake; Thence north 84½ degrees west Five 52/100 (5 52/100) chains to an oak tree 20 inches in diameter; Thence north 34½ degrees west Fifty nine 77/100 (59 77/100) chains to an oak; Thence north 14½ degrees west Three 83/100 (3 83/100) chains to an oak tree 24 inches in diameter; Thence north 25¾ degrees west Two 77/100 chains to a stake; Thence north 58½ degrees west one 21/100 (1 21/100) chains to a stake; Thence west parallel with north boundary of said quarter section Seven 70/100 (7 70/100) chains to a point in the west boundary of said quarter section; Thence south Thirteen 77/100 (13 77/100) chains south of the north west corner of said quarter section; Thence south Forty six 1/100 (46 1/100) chains to south west corner of said quarter section; Thence east forty 93/100 (40 93/100) chains to place of beginning. Less and Not 18 x 28 Rods as described in deed dated this date

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said do hereby covenant and agree that at the delivery hereof 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 Five hundred dollars due in five years from the date hereof with interest at seven per cent per annum from date to maturity and ten per cent after maturity or default. The right to pay one dollar or any multiple thereof at any interest payment period is hereby reserved according to the terms of one certain note & five coupon notes this day executed and delivered by the said Michael Shelly to the said party of the second part; according to the terms of certain this day executed and delivered by the said to the said party of the second part; and this conveyance shall be void if such payment 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 his 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 sale, to retain the amount then due for principal and interest, together with the costs and charges for making such sale, and a reasonable attorney fee for foreclosure, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Michael Shelly, his heirs, and assigns.

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

Signed and delivered in presence of

Michael Shelly (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, County of Douglas County } S.S.

Be it Remembered, That on this 15 day of September, A. D. 1899, before me, a Notary Public in and for said county and State, came Michael Shelly to me personally known to be the same person who executed the above foregoing instrument, as grantor, and duly acknowledged the execution of the same to be his own voluntary act and deed.

L.S.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My commission expires Nov. 4, 1901. James H. Brooks, Notary Public.

Recorded Sept. 16 A. D. 1899, at 1:40 o'clock P. M.

G. A. Norman, Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this 7th day of Nov. 1904

Released T. Richards

Attest: Lillie B. Norman, Dep. Reg. of Deeds.