

Mortgage Record.

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FROM

Shepherd
TO
Roush

STATE OF KANSAS, Wabaunsee COUNTY, ss.

This instrument was filed for record on the 31 day of June
A. D. 1895, at 8 o'clock A.M.

Fee, \$ 1.20

W. S. J. J. J.
Register of Deeds.

Deputy.

This Indenture, Made this 11th day of May A. D. 1895
between William A. Shepherd (unmarried)

of Wabaunsee County, in the State of Kansas party of the first part,
and Wyatt Roush
of Wabaunsee County, in the State of Kansas, party of the second part;

WITNESSETH, That said party of the first part, in consideration of the sum of

Fifty \$ 50.00 and 0 DOLLARS,
100

the receipt of which is hereby acknowledged, do es by these presents Grant, Bargain, Sell and Convey, unto said party of the second part,

his heirs and assigns, all the following-described real estate, situated in Wabaunsee County and State of Kansas, to wit:

lots Numbers 80, 84, 88, 92, 96, 100, 104, 108,
112, 116, 120, 124, 128, 132, 136, 140,
Virginia Avenue, lying and situated in the
town or village of Wilmington in the
County and State abovenamed

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said

William A Shepherd

has this day executed and delivered one certain promissory note in writing to said part of the second part, of which the following is a true copy: Wilmington, Wabamuse County, N. C. as

May 11 - 1895, On or before the 25th day of December ad, 1895, I promise to pay to the order of Myatt Roush the sum of Fifty Dollars, without deduction, with interest if not paid at maturity at the rate of ten per cent. per annum after due. Value received.

NOW, If said part of the first part shall pay or cause to be paid to said part of the second part, his heirs or assigns, said sum of money in the above-described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any

part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum and sums, and interest thereon, shall, and by these presents, become due and payable, and said part y of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said part y of the first part ha^s hereunto set his hand, the day and year first above written.

W. A. Shepherd

State of Kansas, County of Wabance County, ss.

BE IT REMEMBERED, That on this 11th day of May A. D. 1895, before me, the undersigned,

Wm Brothrow, a Justice of the Peace, said in and for the County and State aforesaid,

came William A. Shepherd, of Wilmington, Wabance County, Kansas, and

who personally known to me to be the same person who executed the within instrument of writing,

and each person duly acknowledged the execution of the same.

IN ^{Witness} ~~TESTIMONY~~ WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

~~Term expires~~ Ex 1895

Wm Brothrow
Justice of the Peace
Notary Public

ASSIGNMENT.

Know all Men by these Presents:

That *Mr. Myatt Roush and Martha A. Roush* ^{husband and wife,}
of *Wabaunsee* County, in the State of *Kansas*, the within-named mortgagee

in consideration of the sum of *fifty* and *100* DOLLARS,

to *them* in hand paid, the receipt of which is hereby acknowledged, do hereby Sell, Assign, Transfer, Set Over and Convey, unto *J. W. Turner* of the City of *Burlingame, Osage County, Kansas*, his heirs and assigns, the within Mortgage Deed, the real estate conveyed, and the promissory note, debts and claims thereby secured, and covenants therein contained, to have and to hold the same, forever; subject, nevertheless, to the conditions therein contained.

IN WITNESS WHEREOF, The said mortgagee have hereunto set their hands, this *17th* day of *March* A. D. 189*6*

Executed in presence of
Wm. Prothow J. P. } *Myatt Roush,*
Martha A. Roush,

State of *Kansas*, County, ss.

BE IT REMEMBERED, That on this _____ day of _____ 189____ between me, the undersigned, a _____ in and for said County and State, came _____

who _____ personally known to me to be the same person who executed the foregoing Assignment of Mortgage, and such person _____ duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my _____ seal, the day and year last above written.

Assigned and Released ^{Term expires} *189*
State of *Kansas*, *Wabaunsee* County, ss.

This assignment, was filed for record on the *9th* day of *February*, A. D. 189*7*, at *1* o'clock *P.M.*, and duly recorded in Book *48* on page *113* Fee, \$ *7.50*

Wm. E. Linn
Register of Deeds.

\$ *53.74*

RECEIPT.

RECEIVED OF *J. Z. Mills* for *Feb. 8th 1897*
the within-named mortgagee, the sum of *fifty-three* and *74* DOLLARS,
in full satisfaction of the within Mortgage.

J. W. Turner
Ex