

The following is a copy of the original mortgage recorded in the office of the County Clerk of Douglas County, Kansas, on the 16th day of June, 1894, at 10 o'clock P.M., and is a true and correct copy of the original as the same appears on the records of said County Clerk.

Recorded Nov. 16, 1901.
Attest: County Clerk, Douglas Co.,
By Eli C. Armstrong, Dep.

This Indenture, Made this 25 day of April in the year of our Lord one thousand eight hundred and eighty Ninety between James A. McNeese unmarried of Douglas in the County of Douglas and State of Kansas of the first part, and W. W. McNeese of Litchamney Pa. of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Eight Hundred and Thirty four DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and 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, described as follows, to-wit: The South Thirty (30) Acres of the West One Hundred Acres of the South West quarter of Section No. Twenty Seven (27) in Township No. Thirteen (13) South of Range No. Twenty (20) East of the 6th P.M.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said James A. McNeese do 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 Eight Hundred and Thirty four (\$34) Dollars according to the terms of one certain Note this day executed and delivered by the said James A. McNeese to the said party of the second part:

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 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 made or not at the option of the party of the second part his 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 of making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said James A. McNeese 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 first above written.

Signed and delivered in presence of
James A. McNeese (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 25 day of June, A. D. 1892, before me, S. L. Steele, a Notary Public in and for said County and State, came James A. McNeese unmarried



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 June 14, 1894. S. L. Steele Notary Public.

Recorded June 25, A. D. 1892, at 5 o'clock P. M.

James Brooks Reg. later of Deeds.