

This Indenture, Made this fourth day of September in the year of our Lord one thousand eight hundred and ninety four between A. B. Gilliland and Infancia Gilliland his wife of Willow Springs in the County of Douglas and State of Kansas of the first part, and C. F. Johanning of the second part,

**Witnesseth,** That the said part A of the first part in consideration of the sum of two hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do sell grant, bargain, sell and mortgage to the said part A 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: Commencing sixty 60 Rods from the South East corner of the North West quarter (1/4) of Section Eleven (11) Township fifteen (15) Range nineteen (19) and sixty (60) Rods thence South twenty 20 Rods thence One hundred and sixty (160) Rods East to place of beginning containing twenty 20 Acres more or less

with all the appurtenances, and all the estate, title and interest of the said part A of the first part therein. And the said A. B. Gilliland and wife 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 two hundred dollars according to the terms of One certain Note this day executed and delivered by the said A. B. Gilliland and his wife to the said part A of the second part: The Note is for two hundred dollars payable in two years from date with interest at five per cent interest payable annually

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 A 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 part A 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 for making such sales, and the overplus, if any there be, shall be paid by the part A making such sale on demand to the said parties their heirs and assigns.

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

Signed and delivered in presence of

A. B. Gilliland (SEAL.)  
Infancia Gilliland (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, }  
Douglas County } ss.

Be it Remembered, That on this fourth day of September, A. D. 1894, before me, a Justice of the Peace, a Notary Public in and for said County and State, came A. B. Gilliland and wife to me personally known to be the same persons 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 1894 for William Henry Township  
Recorded Sept 4th A. D. 1894 at 1:30 o'clock P. M.

James Brooks Register of Deeds.

The following is endorsed on the original instrument -  
Recorded July 22-1901 -  
By Wm B. Hoffman  
Register of Deeds -  
Deputy -  
C. F. Johanning

Recorded July 22-1901 -  
By Wm B. Hoffman  
Register of Deeds -  
Deputy -