

**This Indenture**, Made this Twenty Third day of January in the year of our Lord one thousand eight hundred and ninety five, between  
Ella Gay and Charles E. Gay both living,  
of Ella in the County of Douglas and State of Kansas,  
of the first part, and William M. Newlin,  
of the second part,

**Witnesseth**, That the said parties of the first part in consideration of the sum of Nine hundred Ninety two <sup>12</sup>/<sub>100</sub> 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 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 North half (½) of the North East quarter (¼) of Section Number One (1), less a strip in the north west corner thereof, Road North & Rock North, also the northeast corner of the south east quarter (¼) of Section Number One (1), less a strip on the North end thereof, Road North & Rock North, less the following, begin at the North East corner of the North West quarter (¼) of Section Number One (1), run thence running South so Road North East to a branch thereof running along said branch to the North line of said Section Number One (1), Road, beginning all in Journeypoint Fourteen (14) Range Sixteen (16) containing in all one acre also begin at the south east corner of the south east quarter (¼) of Section Number Eighteen (18) Range Sixteen (16) running North East, whose the south east corner of Section Number Eighteen (18) Road, south forty degrees East Eighteen (18) rods to begin, containing four and half acres more or less in Douglas Co. Kansas with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said

Ella Gay and Charles E. Gay  
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 Excepting one Mortgage of Two Thousand Dollars and One Mortgage of Six hundred Dollars

This grant is intended as a Mortgage to secure the payment of the sum of

Nine hundred Ninety two <sup>12</sup>/<sub>100</sub> Dollars  
according to the terms of Two certain Notes 750 and 747 92/100 this day executed and delivered by the said Ella Gay and Charles E. Gay to the said party of the second part: his heirs or assigns

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 therefor, 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, appraisal hereby waived 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 for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Ella Gay and Charles E. Gay 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 and delivered in presence of

John M. Newlin

Ella Gay (SEAL)

Charles E. Gay (SEAL)

(SEAL)

STATE OF KANSAS,  
County of Douglas } SS.

Be it Remembered, That on this 27 day of February, A. D. 1895, before me,

John M. Newlin, a Notary Public in and for said County and

State, came Ella Gay and Charles E. Gay

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 April 26 1895

Recorded Feb 27 1895 A. D. 1895 at 4 o'clock P. M.

Notary Public

James Brooks  
Register of Deeds

The following is enclosed on the original instrument:  
The note herein described having been paid in full, this mortgage is hereby released, and the like thereby created discharged.  
As witness my hand this 23rd day of January, A. D. 1897  
E. J. Blair

(For Assignment See Book 31 Page 330)

The following is enclosed on the original instrument:  
The note herein described having been paid in full, this mortgage is hereby released, and the like thereby created discharged.  
As witness my hand this 23rd day of January, A. D. 1897  
E. J. Blair

March 13<sup>rd</sup> year