

This Indenture, Made this 28th day of October in the year of our Lord one thousand eight hundred and ninety five between William H. Collett and Daniel A. Yeelan of Big Springs in the County of Douglas and State of Kansas of the first part, and William Henry of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two Hundred and Fifty One DOLLARS, to them 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: Beginning at a point N. 34 1/2° E. 1281 feet from S. E. Cor. of N. E. 1/4 of Sec. 14 Township 17 Range 17 thence South 54° N. 60 feet thence S 108 feet thence N 54° E 80 feet thence North to the place of beginning

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said William H. Collett and Daniel A. Yeelan do hereby covenant and agree that at the delivery hereof they are 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 Two Hundred and Fifty One Dollars according to the terms of a certain Note this day executed and delivered by the said William H. Collett and Daniel A. Yeelan to the said parties of the second part: William Henry according to the following. Copy, October 28th 1895 two years after date we promise to pay to or for of William Henry, Two Hundred and Fifty One Dollars at 10 per cent interest paid semi annual 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 parties 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 parties 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 parties heirs and assigns.

In Witness Whereof, The said parties of the first part, ha hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

William H. Collett (SEAL.)

Daniel Yeelan (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
Douglas County

Be it Remembered, That on this 28th day of October, A. D. 1895, before me, N. E. Stone a justice of the peace, a Notary Public in and for said County and State, came William H. Collett and Daniel A. Yeelan

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 189

Recorded Oct 29 A. D. 1895 at 5 1/2 o'clock P. M.

N. E. Stone justice of the peace
Notary Public.

James Brook
Register of Deeds.

The following is indorsed on the original instrument
Satisfaction of full payment of the within mortgage
I hereby release the same this 16 day of November 1895
William Henry
Recorded November 16th 1895
James Brook
Register of Deeds

The following is indorsed on the original instrument
The Note herein described having been paid in full this mortgage