

This Indenture, Made this 14th day of November in the year of our Lord one thousand eight hundred and ninety five between Samuel H. Gulan, William H. Collett, David T. Henry and Delia L. Henry his wife 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, 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: Beginning at a point N 34° E 17.81 feet from S. E. Cor. of N. E. 1/4 of Sec. 14 Township 1 S Range 17 thence South 54° E 60 feet thence S 108 feet thence N 34° E 80 feet thence North to place of beginning

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Samuel H. Gulan, William H. Collett, David T. Henry and Delia L. Henry his wife do hereby covenant and agree that at the delivery hereof 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 and Fifty one Dollars according to the terms of One certain Note this day executed and delivered by the said Samuel H. Gulan, William H. Collett, David T. Henry and Delia L. Henry to the said party of the second part: payable two years after date with interest at 10 per cent interest payable semi 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 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 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 S. H. Gulan, W. H. Collett, D. T. Henry heirs and assigns.

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

Signed and delivered in presence of

Samuel H. Gulan (SEAL.)
William H. Collett (SEAL.)
David T. Henry (SEAL.)
Delia L. Henry (SEAL.)

STATE OF KANSAS, } ss.
 County of Douglas

Be it Remembered, That on this 14th day of November, A. D. 1895, before me, N. E. Stone Justice of the Peace, a Notary Public in and for said County and State, came Samuel H. Gulan, William H. Collett, David T. Henry and Delia L. Henry 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 18
 Recorded Nov 16 A. D. 1895 at 10 o'clock PM N. E. Stone Notary Public.

James Brooks Register of Deeds.

In consideration of full payment of the within mortgage, I hereby release the same this 10th day of March 1896

William Henry
James Brooks
 Register of Deeds