

This Indenture, Made this 23rd day of January in the year of our Lord one thousand eight hundred and ninety 99 between Daniel A. Gulan (a single man)

of Big Springs in the County of Douglas and State of Kansas of the first part, and William Sherry of the second part,

Witnesseth, That the said part y of the first part in consideration of the sum of Two Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do grant, bargain, sell and mortgage to the said part y 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: West half 3/4 of South West quarter 1/4 Section 26, Township 22, Range 17 long to the Creamery.

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said Daniel A. Gulan do hereby covenant and agree that at the delivery hereof his 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 Except our Four Hundred Dollar Mortgage payable to William Sherry

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 Daniel A. Gulan to the said part y of the second part: and calling for Two Hundred Dollars due three years after date and with interest at 8 per cent and interest payable 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 part y 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 y 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 y making such sale on demand to the said Daniel A. Gulan heirs and assigns.

In Witness Whereof, The said part y of the first part, ha^d hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

Daniel A. Gulan (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
Douglas County

Be it Remembered, That on this 23rd day of January, A. D. 1899, before me, W. E. Stone Justice of the Peace, a Notary Public in and for said County and State, came Daniel A. Gulan (a single man)

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 January - 29 A. D. 1899 at 10 o'clock A-M.

W. E. Stone Justice of the Peace
James Brooks
Register of Deeds.

The following is endorsed on the original instrument
 Received of Daniel A. Gulan, the sum of Two Hundred and 75 Dollars
 in full satisfaction of the within mortgage of 1899 Henry
 \$200.00
 Received October 7th 1899
 E. J. Lawrence
 Register of Deeds
 by H. C. Fisher
 Deputy