

This Indenture, Made this 9th day of September in the year of our Lord one thousand eight hundred and ninety 9th between Daniel A. Geelan (a single man) 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 party of the first part in consideration of the sum of Two hundred and fifty DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he 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 North 34 1/2° West 781 feet from South East corner of the North East quarter of the North East quarter of Section fourteen (14) Township Twelve (12) Range Seventeen (17) South 5 1/2° West 60 feet South 108 feet North 5 1/2° East 80 feet South 8 1/2° North 119 feet to place of Beginning and known as the Big Springs Store

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Daniel A. Geelan do hereby covenant and agree that at the delivery hereof he is 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 Dollars according to the terms of One certain Note this day executed and delivered by the said Daniel A. Geelan to the said party of the second part: payable Two years after date with Interest at 10 percent per annum, and the 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 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, appraisalment 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 Daniel A. Geelan heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

Daniel A. Geelan (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 9th day of September, A. D. 1896, before me, W. E. Stone Justice of the Peace, a Notary Public in and for said County and State, came Daniel A. Geelan (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 18 W. E. Stone Justice of the Peace
Recorded September 10 A. D. 1896, at 11:00 o'clock A. M.

Register of Deeds.

Recorded April 16, 1901

W. E. Stone, Justice of the Peace

My following is inclosed on the original instrument -
The notes herein described having been paid in full this Mortgage
is hereby released and the lien hereby created is hereby
As Witness my hand this 22nd day of January 1897
William Henry