

This Indenture, Made this Fifteenth day of December in the year of our Lord one thousand eight hundred and ninetysix between R. McQuiston and Sallie McQuiston wife of R. McQuiston single 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 Seven hundred 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: Begin at a Stone which is North 44° West 600 feet from a stone in the Section line 40 rods south of the North East Corner of Section Fourteen (14) Township Two (2) Range Twentieth (20) Thence running North 44° West 300 feet Thence South 44° West 375 feet Thence South 44° East 300 feet Thence North 54° East 375 feet to the place of beginning excepting therefrom a certain tract out of the North West corner thereof conveyed May 14 1884 by Otto Shrock and wife Volwith to Joseph and wife William by deed recorded in Book 34 Page (372) of the records in the office of the Register of Douglas County Kansas also excepting all that portion of the tract herein first described which lies North of the public road with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said R. McQuiston and wife and R. McQuiston 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.

This grant is intended as a Mortgage to secure the payment of the sum of Seven hundred Dollars according to the terms of two certain Notes this day executed and delivered by the said R. McQuiston and wife and R. McQuiston 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 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 R. McQuiston 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

R. McQuiston (SEAL)  
Sallie McQuiston (SEAL)  
Ogus McQuiston (SEAL)

STATE OF KANSAS,  
County of Douglas } SS.

Be it Remembered, That on this 16 day of December, A. D. 1896, before me, W. E. Stone Justice of the Peace, a Notary Public in and for said County and State, came R. McQuiston, Sallie McQuiston (wife) Ogus McQuiston to me personally known to be the same persons 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 W. E. Stone Notary Public.  
Recorded Dec 19 A. D. 1896, at 11 o'clock A. M.

James Brooks Register of Deeds

This following is endorsed on the original instrument  
The note herein described having been paid in full this Mortgage  
is hereby released and the lien hereby created discharged  
As Witness my hand this 26th day of November A.D. 1898.  
William Henry

Recorded November 29 1898