

This Indenture, Made this Nineteenth day of December in the year of our Lord one thousand eight hundred and ninety XX between C. H. Seelan and Lula Seelan (wife) of Big Springs in the County of Douglas and State of Kansas of the first part, and W. E. Brelsford of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Two hundred and twenty five 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: the East half (1/2) of the South East quarter (1/4) of Section Two (2) Township Twelve (12) Range Seventeen (17) East containing Eighty (80) Acres more or less.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said C. H. Seelan and Lula Seelan 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 Two hundred and twenty five Dollars, according to the terms of One certain Note this day executed and delivered by the said C. H. Seelan and Lula Seelan 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 therefor, 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 C. H. Seelan 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

C. H. Seelan (SEAL)
Lula Seelan (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 21 day of December, A. D. 1896, before me, W. E. Stone a Justice of the Peace, a Notary Public in and for said County and State, came C. H. Seelan and Lula Seelan (his wife) 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 1897 W. E. Stone Notary Public.
Recorded Dec 20 A. D. 1896, at 7 o'clock pm.

James Brooks Register of Deeds.

The following is endorsed on the original instrument:
The note herein described having been paid in full this mortgage is hereby released, and the lien thereby created discharged. As witnesses my hand this 10th day of December A.D. 1905.
W. E. Brelsford
William Henry

Recorded Dec 18-1905
W. W. Cunningham,
Register of Deeds.

(Assigned See Book 3 Page 44)