

This Indenture, Made this 14 day of October in the year of our Lord one thousand eight hundred and ninety six between Samuel Burgan and Ellen Burgan of Lawrence in the County of Douglas and State of Kansas of the first part, and Helmut H. Carey of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of One thousand 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 North East quarter of the North West quarter of Section Thirteen (13) Township Twelve (12) Range Nineteen (19) East of the Sixth P.M. and containing forty (40) 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 Samuel Burgan and Ellen Burgan, his wife 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 One thousand according to the terms of One certain promissory note dated March 14 1896 this day executed and delivered by the said Samuel Burgan and Ellen Burgan, his wife to the said party of the second part: said note to bear interest at the rate of Eight percent per annum from date until paid, and said note to mature five years from date.

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 Helmut H. Carey 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.

Witness to mark
STATE OF KANSAS,
County of Douglas } ss.
Samuel Burgan (SEAL)
Ellen H. Burgan (SEAL)
Helmut H. Carey (SEAL)

Be it Remembered, That on this 14 day of October, A. D. 1896, before me, James H. Mitchell, a Notary Public in and for said County and State, came Samuel Burgan and Ellen Burgan 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 Feb. 13th 1900 James H. Mitchell Notary Public.
Recorded Febr 13 A. D. 1897, at 11 o'clock A-M.

James Brooks
Register of Deeds

The following is returned 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 Witness my hand this 20th day of March A.D. 1897 Helmut H. Carey

H. H. Carey
A. J. Shuler
A. N. Stanley
Register of Deeds

Recorded March 31st 1897

(S.S.)