

This Indenture, Made this 5<sup>th</sup> day of April in the year of our Lord one thousand eight hundred and ninety seven between A. B. Gilliland and Vanie Gilliland his wife of Medea in the County of Douglas and State of Kansas of the first part, and C. F. Johanning of the second part.

Witnesseth, That the said part of the first part in consideration of the sum of Forty seven 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 Twenty Acres of the South half of the North West quarter of Section Eleven Township Fifteen Range Eighteen East of the Sixth R.M.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said A. B. Gilliland and Vanie Gilliland 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 Forty seven according to the terms of One certain Promissory Note this day executed and delivered by the said A. B. Gilliland and Vanie Gilliland to the said party of the second part:

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 A. B. Gilliland and Vanie Gilliland heirs and assigns.

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

Signed and delivered in presence of

E. J. Fletcher

J. S. Fletcher, J. P., Willow Springs Township

STATE OF KANSAS,

County of

A. B. Gilliland (SEAL.)

Vanie Gilliland (SEAL.)

J. S. Fletcher, J. P., Willow Springs Township (SEAL.)

STATE OF KANSAS, (SEAL.)

County of } SS.

Be it Remembered, That on this day of A. D. 1897, before me, a Notary Public in and for said County and State, came 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

Recorded April 19 A. D. 1897, at 11 o'clock A. M.

Notary Public.

James Brooks

Register of Deeds.

This release was witnessed and original instrument  
The note herein described having been paid in full the mortgage  
is hereby released and the title hereby created is discharged  
As Witness my hand this 20<sup>th</sup> day of March A.D. 1897  
C. F. Johanning

Recorded March 25<sup>th</sup> 1897

W. H. Norman, Register of Deeds