

This Indenture, Made this 1st day of June in the year of our Lord one thousand eight hundred and ninety 8 between William H. Sully and Emma Sully his wife of Big Springs in the County of Douglas and State of Kansas of the first part, and John S. Doolittle of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four 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: The west one Hundred (100) of North East one fourth (1/4) Section twenty three (23) Township Eleven (12) Range Seventeen (17)

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said William H. Sully and Emma Sully his wife do hereby covenant and agree that at the delivery hereof they are the lawful owner^s of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances except a first Mortgage calling for Eleven Hundred Dollars

This grant is intended as a Mortgage to secure the payment of the sum of Four Hundred Dollars, and 8 per cent interest from date according to the terms of One certain Note this day executed and delivered by the said William H. Sully and Emma Sully to the said part y of the second part: and calling for Four Hundred, with 8 per cent interest and due time months after 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 part y 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 part y 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 part ice making such sale on demand to the said William H. Sully heirs and assigns.

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

Signed and delivered in presence of

William H. Sully (SEAL.)
Emma Sully (SEAL.)

(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 1 day of June, A. D. 1898, before me, W. O. Stone a Justice of the Peace, a Notary Public in and for said County and State, came William H. Sully and Emma Sully his wife 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 June 6 A. D. 1898, at 9 o'clock A. M. W. O. Stone Justice of the Peace

W. O. Stone Notary Public.

Register of Deeds.

The foregoing was indorsed on the original instrument

In consideration of full payment of the within mortgage I hereby release the same this

13th day of December 1898

Attest J. H. Fisher, J. C. and J. Doolittle
Dep. Reg. of Deeds

Recorded December 13-1898

W. F. Chapman
Register of Deeds

By J. H. Fisher Dep.