

This Indenture, Made this 22 day of May in the year of our Lord one thousand eight hundred and ninety nine between Warren Gillispie and Mary I. Gillispie his wife of Kansas in the County of Douglas and State of Kansas of the first part, and James H. Gillispie of Carroll County Mo. of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Thirshundred and forty five 945 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 forty acres of the south west quarter of section no. six (6) and the south one half of the south one half of the north west quarter of section no. six (6) all in Township no. fourteen (14) South of range no. nineteen (19) East of the sixth Principal Meridian Kansas, containing sixty (60) 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 Warren Gillispie and Mary I. Gillispie does hereby covenant and agree that at the delivery hereof they are the lawful owner 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 Thirshundred and forty five dollars 945 according to the terms of One certain Note this day executed and delivered by the said Warren Gillispie and Mary I. Gillispie to the said party of the second part: Payable in one year with interest at the rate of eight per cent per annum 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 part of the second part 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 of the second part making such sale on demand to the said Warren Gillispie his heirs and assigns.

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

Signed and delivered in presence of

Warren Gillispie (SEAL.)  
Mary Ida Gillispie (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS,  
County of Douglas } SS.

Be it Remembered, That on this 22 day of May, A. D. 1897, before me, L. S. Steele, a Notary Public in and for said county and State, came Warren Gillispie and Mary Ida Gillispie 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 June 20, 1902. L. S. Steele Notary Public.  
Recorded 27 May A. D. 1897, at 5 o'clock P. M.

G. S. Doorman  
Register of Deeds.

The following is endorsed on the original instrument -  
Received of Warren Gillispie, the within named mortgagor, the sum of Thirshundred, ninety six and 25 Dollars, in full satisfaction of the within mortgage.  
May 22 1902  
G. S. Doorman,  
Register of Deeds,  
By Willie B. Doorman,  
Deputy.

Recorded - Sept - 25 - 1902 -  
G. S. Doorman,  
Register of Deeds,  
By Willie B. Doorman,  
Deputy.