

This Indenture, Made this sixth day of July in the year of our Lord
thirteen hundred and fourteen, between E. S. Schooley and Nellie Schooley,
his wife and Mary Wiley, a widow of Linncoe in the County of
Douglas and State of Kansas, of the first part, and
Robert E. Burck of the second part:

to themduly 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 hisheirs 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:

Beginning forty (40) rods West of the Northwest corner of the Northwest quarter of Section Number twenty-seven (27), in Township Number twelve (12), of Range Number nineteen (19); thence South fifty (50) rods; thence West eighty (80) rods; thence North fifty (50) rods; thence East eighty (80) rods, to the place of beginning, containing twenty-five (25) acres.

with all the appurtenances, and all the estate, title and interest of the said part *is* of the first part therein. And the said.....

do — 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.

except a mortgage of twenty-four hundred dollars (\$2400).

This Grant is intended as a Mortgage to secure the payment of the sum of
One thousand (\$1000) Dollars

according to the terms of one certain note this day executed
and delivered by the said parties of the first part 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 be 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; and out of all the moneys arising from such sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the overplus, if any there be, shall be paid by the part making such sale, on demand, to said.....

parties of the first part, their heirs & assigns.

IN WITNESS WHEREOF, The said party is of the first part have hereunto set their hand & seal 3 the day and year first above written.

Signed, Sealed and Delivered in presence of

S. S. Schooley (SEAL)
Nellie Schooley (SEAL)
Mary Kiney (SEAL)

STATE OF KANSAS,
Douglas County, } ss.

BE IT REMEMBERED, That on this 6th day of July, A. D. 194, before me,

Subscribed and sworn to before me, a Notary Public in and for said County and State, came
S. S. Schooley, Jr. *Nellie Schooley his wife and*
Mary Kinney, a widow 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 subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires April 13 1915 A. J. Flinn

Filed for Record the 6th day of July A. D. 1914 at 10 36 o'clock A.M.
Wm. L. Lawrence Register of Deeds
Geo. B. Witzell Deputy.