

This Indenture Made this fourth day of November in the year of our Lord one thousand eight hundred and eighty four between David E. McCrees and Jennie B. McCrees his wife of Sibley in the County of Douglas and State of Kansas of the first part and Peter Hastie Guardian of — in the County of Douglas and State of Kansas of the second part;

Witnesseth That the said parties of the first part for and in consideration of the sum of Five 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 successors and assigns forever all that tract or parcel of land situate in the County of Douglas and State of Kansas described as follows to wit;

The East Thirty five (35) acres of the West 50 acres of the North half of the South east quarter of Section Twenty (20) Township 14 of Range 20; Also the Southwest quarter of the South east quarter less the North West 3 acres of said South West quarter of said Section. And also beginning at the South east corner of the Northeast quarter of said Section Twenty (20) thence West Fifteen (15) rods & links; North Twenty six (26) rods, East Fifteen (15) rods four (4) links and South 36 rods in the North East quarter of said Section Twenty (20) with the appurtenances and all the estate title and interest of the said party of the first part therein.

This Grant is intended as a Mortgage to secure the payment of the sum of Five Hundred Dollars according to the terms of a certain promissory note made by the parties of the first part to the party of the second part for Five Hundred dollars of even date herewith payable in two years from date with interest at 8 per cent per annum. And this conveyance shall be void if such payment be made as herein specified. But if default be made in said payment or any part thereof as provided then this conveyance shall become absolute and it shall be lawful for said party of the second part his successors 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 sale to retain the amount then due for principal and interest and also for statutory damages in case of protest together with the costs and charges of making such sale and ten per cent on the amount secured by this mortgage as a reasonable attorneys fee for foreclosure hereof and the surplus if any there be shall be paid by the party making such sale to the said David E. McCrees his heirs or assigns and for the said consideration the said parties of the first part hereby waive appraisement of said real estate.

In Witness Whereof The said parties of the first part have hereunto set their hands and seals the day and year last

The following is indexed on the original instrument - Recorded January 28th 1885 at 8 o'clock P.M. by the Register of Deeds
For value recd. of Peter Hastie Guardian, etc. hereby under full satisfaction of his Mortgage & to secure the release of the same from the records of Douglas County, Kansas
Witness my hand January 1885

Peter Hastie Guardian
Recorded January 28th 1885 at 8 o'clock P.M.
James B. Wells
Register of Deeds