

This Indenture Made this 21st day of September in the year of our Lord one thousand eight hundred and Eighty, and between William Gibson and Helen E. Gibson his wife of Lawrence in the County of Douglas and State of Kansas of the first part and Frederick W. Jandulke of Lawrence 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 Six Hundred and Seventy five \$675 - 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 situate in the County of Douglas and State of Kansas described as follows to wit, Lots number One Hundred and Twenty seven (127) One Hundred and Twenty Five (125), and One Hundred and Twenty Three (123) and Indiana Street in the City of Lawrence, Also Lot number One Hundred and Twenty six (126), & One Hundred and Twenty eight (128), on Mississippi Street in the City of Lawrence County & State aforesaid said premises being purchase money for said premises.

with the appurtenances and all the estate title and interest of the said parties of the first part therein. This Grant is intended as a mortgage to secure the payment of the sum of Six Hundred and Seventy five Dollars according to the terms of three certain promissory notes of even date herewith for Two Hundred and twenty five \$225 each payable in One two or three years respectively from date with interest at the rate of Eight per cent per annum payable annually.

And this conveyance shall be void if such payment be made as is 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 executor 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 charges and in case of protest together with the costs and charges of making such sale and - 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 William Gibson 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 above written.

William Gibson
Helen E. Gibson

Received Payment in full of all claims
hereby secured and satisfaction of this mortgage
is hereby acknowledged. This 21st day of Sept. 1888.
F. W. Jandulke

Attest J. H. Gibson and Wm. J. Gibson of Deeds