

This Indenture made this 20th day of January in the year of our Lord one thousand eight hundred and eighty two between E. S. Gilberg and Carolina Gilberg his wife of Lawrence in the County of Douglas and State of Kansas of the first part and M. B. Browner of the second part

Witnesseth That the said party of the first part in consideration of the sum of Four hundred and fifty five ⁰⁰ 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 this 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

Begin at South East corner of Section 26. Township 12 of Range 19 Thence North 20 chains Thence South 67° West 13 chains to angle stake Thence South 27° West 17.78 chains to a stone. The E corner on the South of South East qtr. of Section 26. Town 12 Range 19 Thence East 20 chains to beginning in the South East qtr. of Sec. 26 Town 12 of Range 19 contain 27 1/2 acres with the appurtenances and all the estate title and interest of the said parties of the first part therein

And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 Four hundred and fifty five ⁰⁰ Dollars according to the terms of three certain notes 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 payment 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 shall become due and payable and it shall be lawful for 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 party of the second part his executors administrators or assigns and out of all the moneys arising from such sale to retain the amount then due for principal and interest together with the costs and charges of making such sale and the overplus if any there be shall be paid by the party making such sale or claim and to the said to the said parties of the first part their heirs or assigns

The following is indorsed on the original instrument
To value received I hereby acknowledge satisfaction in full
of this mortgage and discharge the same for and for 20th 1888
M. B. Browner

Created January 20th 1881
James Browner
Register