

This Indenture, Made this Fourth day of October in the year of our Lord one thousand eight hundred and eighty six between N. Berkebile and Sarah Berkebile his wife of Lawrence in the County of Douglas, and State of Kansas, of the first part, and 10^m Grutehfield of the second part;

Witnesseth, That the said parties of the first part, in consideration of the sum of Four Hundred ⁰⁰/₁₀₀ 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:

Lot Number One Hundred and Eight (108) Pennsylvania Street in the City of Lawrence with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said N. Berkebile does hereby covenant and agree that at the delivery hereof he is 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 and that he will warrant and defend the same against all claims whatsoever. This Grant is intended as a mortgage to secure the payment of the sum of Four Hundred ⁰⁰/₁₀₀ Dollars, according to the terms of One certain promissory note this day executed by the said N. Berkebile and Sarah Berkebile to the said party of the second part. Said note being given for the sum of Four Hundred ⁰⁰/₁₀₀ Dollars, dated October 4 1886 due and payable in Three years from date thereof with interest thereon from the date thereof, until paid according to the terms of said note and coupons thereto attached, and this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said party of the first part hereby agrees to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of the said mortgagee.

This document is a mortgage on the original instrument. The note herein described having been paid in full, this mortgage is hereby released and the land thereby created discharged. Witness my hand, this 30th day of January, A.D. 1890. Recorded for record 30th 1890. J. W. Grutehfield