

as follows, to-wit:

Begin at South east corner of Section Twenty six (26) Township Twelve (12) Range Thirteen (13), thence North Twenty (20) chains thence South 69° West Thirteen (13) chains to angle stake.

Thence South 27° West Seventeen $\frac{23}{100}$ (17 $\frac{23}{100}$) chains to stone the $\frac{1}{4}$ corner on the South of So. East quarter of Sec 26 Tp. 12 R. 19 thence East Twenty (20) chains to beginning in the S. E. $\frac{1}{4}$ of Sec. 26 Tp. 12 R. 19 containing $27\frac{1}{2}$ acres

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said E. S. Gilberg 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 encumbrances except a Mortgage of Three hundred $\frac{100}{100}$ Dollars to W. W. Cockins

This grant is intended as a Mortgage to secure the payment of the sum of One hundred $\frac{100}{100}$ Dollars according to the terms of One certain promissory note this day executed and delivered by the said E. S. and Carolina Gilberg to the said party of the second part; payable one year from date at The National Bank of Lawrence Kas 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 is 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 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 money arising from such sales, to retain the amount then due for principal and interest, together with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said E. S. Gilberg his heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seals the day and year first above written.

E. S. Gilberg [seal]
Carolina Gilberg [seal]

The following is introduced on the original instrument
For value received I hereby acknowledge satisfaction in
full of this mortgage and discharge the same of record
A. Palm

Recorded Sec. 12 1885 at 4 o'clock P.M.

James Brooks