

This Indenture, Made this Thirteenth day of October in the year of our Lord one thousand eight hundred and eighty Eight between Sullen B. Gilbert and Phoebe Gilbert his wife of Douglas of Marion in the County of Douglas and State of Kansas of the first part, and Hugh Blair of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Three 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 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: The North half (1/2) of the South West quarter (1/4) of Section number Twenty Eight (28) in Township number Fourteen (14) of Range Number Eighteen (18) East of the 6th Principal Meridian containing so much more or less, in aforesaid County and State

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Parties of the 1st part do hereby covenant and agree that at the delivery hereof they 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, save and except a certain mortgage of \$500.00 to Connecticut Mutual Life Insurance Co. dated 1st December 1886

This grant is intended as a Mortgage to secure the payment of the sum of Three hundred Dollars according to the terms of one certain Promissory Note this day executed and delivered by the said Parties of the 1st part to the said part 2d of the second part payable Twelve Months after date to the order of party of second part at the Merchants National Bank, bearing 12 per cent, payable semi-annually from date

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 part 2d 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 sales, to retain the amount then due for principal and interest, together with the costs and charges of making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Parties of the 1st part their heirs and assigns. Provided however that this mortgage shall become void and payable at any time at option of holder thereof whenever any proceedings with hereunder to enforce payment thereof.
In Witness Whereof, The said part 1st of the first part, have hereunto set their hand and seals the day and year first above written.

Signed and delivered in presence of

H. A. Peairs, Having first been sworn over and subscribed to by Sullen B. Gilbert and Phoebe Gilbert his wife, and acknowledged the same in presence of me, my free will

STATE OF KANSAS,

County of Douglas ss.

Be it Remembered, That on this 13th day of October, A. D. 1888, before me, H. A. Peairs, a Notary Public in and for said County and State, came Sullen B. Gilbert and Phoebe Gilbert his wife and wife to me personally known to be the same person & who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires 21st June 1890.

Recorded Oct 10 A. D. 1888, at 5 o'clock P. M.

H. A. Peairs
Notary Public.

James Brooks
Register of Deeds.

The following is a record of the original instrument. State of Kansas, Douglas County, ss. I, J. S. Peairs, Notary Public in and for said County and State, do hereby certify that the within Mortgage was recorded in full the amount of money and interest thereon, and was duly acknowledged by the parties to the same, on the 13th day of October 1888. Witness my hand and seal this 10th day of October 1888. J. S. Peairs, Notary Public.

The mortgage was recorded in full the amount of money and interest thereon, and was duly acknowledged by the parties to the same, on the 13th day of October 1888. Witness my hand and seal this 10th day of October 1888. J. S. Peairs, Notary Public.