MORTGAGE RECORD

Lee Fobes Blank Book Manufacturing Co., Lawrence, Kans.

This Indenture, Made this Fifteenth day of February in the year of our Lord one thousand eight hundred and eighty Nine between William Gibson and Celia E. Gibson Husband and Wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Wm. M. Pierce of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Six Hundred and Seven ($607.00) 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 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 Twenty Three (123) One Hundred and Twenty Five (125) One Hundred and Twenty Seven (127) on Indiana Street in the City of Lawrence. Also Lot number One Hundred and Twenty Six (126) Lot number One Hundred and Twenty Eight (128) on Mississippi Street in said City of Lawrence County and State aforesaid

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said William Gibson and Celia E. Gibson 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 Six Hundred and Seven Dollars now past due upon a certain promissory Note of even date herewith bearing ~~date~~ interest payable to William Gibson ~~to Mrs. Celia E. Gibson~~ according to the terms of ~~said~~ certain note this day executed and delivered by the ~~said~~ parties of the second part, ~~dated September 12th 1887 and due September 12th 1888 with interest at 12 per cent per annum~~ to said party of the second part, and Elizabeth A. Wright and now owned by said party of the second part. It being understood and agreed that the payment of the said sum of $607.00 now due on said Note and Coupons shall be extended to on or before the 12th day of September 1889 with interest at seven per cent payable annually

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 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 William Gibson and Celia E. Gibson their 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.

Signed and delivered in presence of

William Gibson (SEAL.)
Celia E. Gibson (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, County of Douglas } ss.

Be it Remembered, That on this 16th day of February, A. D. 1887, before me, John J. A. Norton Probate Judge, a Notary Public in and for said County and State, came William Gibson and Celia E. Gibson to me personally known to be the same persons 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 ——— 18— . John J. A. Norton Probate Judge Notary Public

Recorded Feb 16 A. D. 1887, at 2 35 o'clock P M.

James Brooks Register of Deeds.

Received for record this 10th day of December 1889 at 10 o'clock A. M. and recorded in book 25 of Mortgages on page 98 $537.85 Lawrence, Kans. Dec 10th 1889

Received of Wm. M. Pierce Six Hundred and Thirty seven 10/100 Dollars in full satisfaction of within mortgage and payment of the note secured by the same and authorize the Register of Deeds of Douglas County, Kansas to discharge the same of Record

Recorded December 11th 1889 James Brooks Register of Deeds