

## MORTGAGE RECORD

P. P. Foley, Trust Book Manufacturer, Lawrence, Kans.

This Indenture, Made this 10<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and eighty nine between William Gibson and Elia E. Gibson his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and William S. Sinclair of same place of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Ninety three and nine hundredths (\$93.09) 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 No 2 Block 11 Sub 11 Eight N and Ten (10) on Elliot Street in Bk. No 2 City (40) in that part of the City of Lawrence known as West Lawrence, being the home stead of the parties of the first part. Also Lot No One hundred and twenty three (123) One hundred and eighty five (125) and One hundred and twenty seven (127) on Indiana St. and Lot One hundred and twenty six (126) and One hundred and twenty eight (128) on Mississippi St all in the City of Lawrence

with all 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 save a mortgage seven days herewith to Dr. B. Hayes for the sum of \$1650, to which this mortgage is subject

This grant is intended as a Mortgage to secure the payment of the sum of Ninety three and nine hundredths (\$93.09) Dollars

according to the terms of ten certain promissory notes this day executed and delivered by the said Parties of the first part to the said party of the second part: Being nine notes for \$10 each due respectively in 12, 15, 18, 21, 24, 27, 30, 33, 36, 39, 42, 45 and 48 months from date and one note for \$3.09 due in 60 months from date interest on each note at 12% per annum from maturity until paid

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 Parties of the first part 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.)

Elia E. Gibson (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas ss.

Be it Remembered, That on this 20<sup>th</sup> day of May, A. D. 1889, before me, D. S. Hoadley, a Notary Public in and for said County and State, came William Gibson and Elia E. Gibson his wife 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 March 7<sup>th</sup> 1892. D. S. Hoadley Notary Public.

Recorded June 5 A. D. 1889, at 2 o'clock P. M.

James Brooks  
Reg. later of Deeds

This following is recorded on the original instrument  
in consideration of full payment of the mortgage  
I hereby release the same this 7<sup>th</sup> day of Dec 1893  
Recorded December 7<sup>th</sup> 1893  
Wm. S. Sinclair  
Register of Deeds