

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 15<sup>th</sup> day of January in the year of our Lord one thousand eight hundred and ninety one between Erlend S. Gillberg and Carolina Gillberg his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and A. N. Fuller of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three 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: Begin at the Southeast Corner of Section Twenty, Six (26) Town-ship Twelve (12) Range Nineteen (19) Thence North Twenty (20) chains Thence South 69° West Thirteen (13) chains to Angle Stake Thence South 67° West Nineteen (19) chains to Stone at the eight (8) corner on the South line of Southeast quarter of said Section Twenty, Six (26) Thence East Twenty (20) chains to beginning in said S. E. 1/4 of Sec 26-27-12-19

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 at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible state of inheritance therein free and clear of all incumbrances

This grant is intended as a Mortgage to secure the payment of the sum of Three hundred & 00/100 Dollars according to the terms of One certain promissory note this day executed and delivered by the said E. S. and Carolina Gillberg to the said party of the second part: payable two years from date at the Lawrence National Bank of Lawrence Kansas with interest at the rate of seven (7) per cent per annum payable semi-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 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 E. S. Gillberg his heirs and assigns.

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

Signed and delivered in presence of

Erlend Sebastian Gillberg (SEAL)  
Carolina Gillberg (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 15<sup>th</sup> day of January, A. D. 1891, before me Alfred Whitman, a Notary Public in and for said County and State, came Erlend S. Gillberg and Carolina Gillberg his wife sometimes written Gillberg 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 January-17-1891 Alfred Whitman Notary Public.  
Recorded Jan 15<sup>th</sup> A. D. 1891, at 4<sup>10</sup> o'clock P-M.

James Brooks Register of Deeds

The following is endorsed on original instrument:  
The Note herein described having been paid in full, this mortgage is hereby released, and the lien thereon is hereby terminated.  
Witness my hand and the 9 day of January, A.D. 1893.  
Alfred Whitman  
Recorded Jan 9, 1893 at 3 o'clock P.M. James Brooks Register of Deeds.  
McCarnean Deputy