

Notary Public in and for the County and State aforesaid came T. Gleason who is personally known to me to be the same person who executed the within instrument of writing and duly acknowledged the execution of the same.

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

E. J. J.

Alfred Whitman

Notary Public

Notary Public Term expires Jan'y 17, 1895.

Recorded March 29, 1893 at 4²⁰ o'clock P.M.

James Brooks

Register of Deeds

This Indenture, Made this 25th day of January in the year of our Lord, one thousand eight hundred and ninety three between Clement S. Crosby and William M. Crosby (both unmarried) of the first part, and T. Gleason of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of One Hundred & Sixty Six⁰⁰ 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: An undivided Two (2/3) Thirds of Lot No One Hundred and twelve (112) on New Jersey Street 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.

This Grant is intended as a Mortgage to secure the payment of the sum of One Hundred and Sixty Six⁰⁰ Dollars according to the terms of One certain promissory note this day executed and delivered by the said Clement S. and W. M. Crosby to the said party of the second part payable Three (3) years from date at The Lawrence Nat. Bank of Lawrence, Kansas with interest at the rate of Eight (8) per cent per annum 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

(Assigned See West-Regist For Release see Book 3 Page 160)