

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 5 day of January in the year of our Lord one thousand eight hundred and ninety three between E. D. Gilbert and Carolina Gilbert his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Jennie D. Gilbert White low of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five 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 her 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 Number Twenty Six (26) Township Twelve (12) Range Nineteen (19) East of 6th Prime Meridian, thence North twenty (20) chains, thence South thirty nine degrees (39°) West thirty (30) chains, thence South twenty seven degrees (27°) West (27°) North twenty eight hundred and thirty seven (2837) chains to the eighth corner on the South line of Southeast quarter of said Section Twenty Six (26), thence East twenty (20) chains to the beginning in said Southeast quarter Section Twenty Six (26) 27 1/2 acres.

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

Five Hundred Dollars according to the terms of One certain Promissory note this day executed and delivered by the said E. D. and Carolina Gilbert to the said party of the second part: payable three (3) years from date at the Lawrence Nat. Bk. of Lawrence Kas, 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 her 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 her 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 E. D. Gilbert 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

E. D. Gilbert (SEAL.)
Carolina Gilbert (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 9 day of January, A. D. 1893, before me Alfred Whitman a Notary Public in and for said County and State, came E. D. Gilbert and Carolina Gilbert 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 Jan - 17 - 1895
Recorded Jan 9 A. D. 1893, at 3²⁵ o'clock P M.

Alfred Whitman Notary Public.
James Brooks Register of Deeds.

For Release See Book 48 Page 472.
(Assigns See Book 31 Page 42)