

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Sixth day of October in the year of our Lord one thousand eight hundred and ninety three between Samuel Burgan and Ellen Burgan his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and G. H. Gilmore of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five Hundred (\$500) DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do hereby 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: The South East fractional Quarter of the North West fractional Quarter of Section No Thirteen (13) Township No Twelve (12) South of Range No Nineteen (19) East of the Sixth (6th) Principal Meridian Kansas

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Samuel Burgan 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 (\$500) according to the terms of One certain Note this day executed and delivered by the said Samuel Burgan to the said party of the second part: Five Hundred Dollars. Five years at Eight per cent 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 Samuel Burgan 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

L. J. Mele

Samuel Burgan
Ellen S. Burgan

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 6 day of October, A. D. 1893, before me a Notary Public in and for said County and State, came Samuel Burgan and Ellen Burgan 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 June 18 1894

Recorded Oct 6 A. D. 1893, at 3¹⁰ o'clock P M.

L. J. Mele

Notary Public.

James Brooks

Register of Deeds.

The following is witnessed on the original instrument
The state herein described having been paid in full this mortgage
is hereby released and the lien thereby created discharged
As witness my hand this 10th day of November A.D., 1900,
G. H. Gilmore

Recorded Nov 10th 1900,
G. H. Gilmore Register of Deeds