

This Indenture, Made this Twenty Second day of November in the year of our Lord one thousand eight hundred and ninety three between William Gibson and Lelia E. Gibson wife of Lawrence in the County of Douglas and State of Kansas of the first part, and E. J. Barker of the second part,

Witnesseth, That the said part<sup>1</sup> of the first part in consideration of the sum of Two thousand 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: Beginning Twelve and 5/8 chains West of South East Corner of Lot Three (3) in North East quarter of Section Twenty four (24) Township Twelve (12) Range Nineteen (19) North Eighty (80) rods, West to West line of said Quarter Section, South Eighty (80) rods East to beginning containing Fifty two half (52 1/2) Acres.

with all the appurtenances, and all the estate, title and interest of the said part<sup>1</sup> of the first part therein. And the said William Gibson and Lelia E. Gibson 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 Two thousand Dollars according to the terms of One certain Note and Six Coupons this day executed and delivered by the said William Gibson and Lelia E. Gibson to the said party of the second part: his heirs or assigns

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 part of the second part 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 William Gibson his heirs and assigns.

In Witness Whereof, The said part<sup>1</sup> of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

J. H. Corse

William Gibson

(SEAL)

Lelia E. Gibson

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 22<sup>nd</sup> day of November, A. D. 1893, before me J. H. Corse, a Notary Public in and for said County and State, came William Gibson and Lelia 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 Jan 16<sup>th</sup> 1897

J. H. Corse

Notary Public.

Recorded Nov 23 A. D. 1893, at 9<sup>th</sup> o'clock 11 M.

James Brooks  
Register of Deeds.

Following is abstract on the original instrument  
The Note herein described having been paid in full this Mortgage is hereby released  
and the line hereby created discharged.  
Its witnesses my hand this 31<sup>st</sup> day of January A.D. 1898.  
D. H. Hardy

Recorded January 31<sup>st</sup> 1898.

Left for record Register of Deeds

(For Assignment see Book 51 Page 501)

