

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 29 day of February in the year of our Lord one thousand eight hundred and ninety six between Alma M. Gibson (Single) of Lawrence in the County of Douglas and State of Kansas of the first part, and Bessie Butland of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Three hundred and fifty DOLLARS, to her 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: Lot Number five (5) in Logan Place Addition to the City of Lawrence in said County and State It is agreed that the payments are permitted at any time of semi annual payments of interest

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Alma M. Gibson do hereby covenant and agree that at the delivery hereof she is the lawful owner 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 Three hundred and fifty Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said Alma M. Gibson to the said party of the second part: Bessie Butland

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 for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Alma M. Gibson heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set her hand and seal the day and year first above written.

Signed and delivered in presence of

A. A. CooperAlma M. Gibson

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 29 day of February, A. D. 1896, before me, A. A. Cooper, a Notary Public in and for said County and State, came Alma M. Gibson

to me personally known to be the same person 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 March 24 1897Recorded Feb 29 A. D. 1896, at 12 o'clock P M.A. A. Cooper

Notary Public.

James Brooke

Register of Deeds.

The following is indorsed on Original Instrument:
The note herein described having been paid in full this mortgage is hereby released and the lien thereby created discharged.
No Witness my hand, this 28th day of October, A.D. 1896
Bessie Butland

Recorded Oct 28th 1896

By James Brooke Register of Deeds
Do not Destroy

(L.S.)