

This Indenture, Made this 20th day of February in the year of our Lord one thousand eight hundred and ninety th between George Gilbert and Nattie Gilbert of Clinton in the County of Douglas and State of Kansas of the first part, and Mrs. Emeline C. & Edson of said town & county of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Eight 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 part 2^d 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: The west one half of the North East quarter of section No. Twenty three (23) Township Thirteen (13) Range Seventeen (17)

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said George & Nattie Gilbert do hereby covenant and agree that at the delivery hereof they are the lawful owner 2 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 Eight Hundred Dollars

according to the terms of two certain promissory Notes this day executed and delivered by the said George Gilbert to the said part 2^d of the second part: (To-wit: namely) One year promissory note for value received, payable to pay Mrs. C. & Edson or order in four hundred dollars with annual interest at eight percent, with the privilege of making payments at any time, in the sum of fifty dollars each. & Second March 1, 1896, Two years promissory note for value received, payable to pay Mrs. C. & Edson or order, four hundred dollars with interest annually at eight percent, with the privilege of making payments at any time after one year, in sums of fifty dollars each.

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 part 2^d 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 George & Nattie Gilbert, their heirs and assigns.

In Witness Whereof, The said part 1st of the first part, have hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

J. E. Nichols
B. A. McKee

George Gilbert (SEAL.)

Nattie Gilbert (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Shawnee

Be it Remembered, That on this 27th day of Feb, A. D. 1896, before me, _____, a Notary Public in and for said County and State, came George Gilbert and Nattie Gilbert husband and wife 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 June 21 1898

Recorded March 3 A. D. 1896 at 10⁵⁵ o'clock A. M.

Albert Neese

Notary Public.

James Brooks
Register of Deeds.

The notes described and secured by the mortgage herein recorded have been paid in full the receipt therefor is hereby acknowledged and said mortgage is hereby released and the lien thereby created discharged as witness my hand this 22nd day of November A.D. 1897 Mrs. Emeline C. & Edson

Witness
James Brooks
Register of Deeds

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