

This Indenture, Made this Twenty Fifth day of March in the year of our Lord one thousand eight hundred and ninety six between William Gibson and Celia E. Gibson his wife and Lucien A. Gibson and Anna Gibson his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Lucretia Stearns of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One Thousand (\$1000.00) 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: Beginning at the corner of the South East Corner of Lot Number thirty (3) in North East Quarter of Section Number twenty four (24) in Township Number twelve (12) South of Range Number thirteen (13) East Thence North Eighty (80) Rods Thence East to the West line of said Quarter Section Thence South Eighty (80) Rods Thence East to the place of beginning and containing fifty two and one half (52 1/2) acres more or less.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said William Gibson and Celia E. Gibson and Lucien A. Gibson and Anna Gibson do hereby covenant and agree that at the delivery hereof they 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 except a mortgage for two thousand (\$2000.00) Dollars given Nov 27th 1893 to J. E. Barker

This grant is intended as a Mortgage to secure the payment of the sum of One Thousand (\$1000.00) Dollars according to the terms of One certain Note this day executed and delivered by the said William Gibson and Celia E. Gibson and Lucien A. Gibson and Anna Gibson to the said party of the second part: her heirs and 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 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 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 William Gibson and Celia E. Gibson and Lucien A. Gibson and Anna Gibson their 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

William Gibson (SEAL.)

Celia E. Gibson (SEAL.)

Lucien A. Gibson (SEAL.)

Anna Gibson (SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 25th day of March, A. D. 1896, before me, James Brooks, a Notary Public in and for said County and State, came William Gibson, Celia E. Gibson, Lucien A. Gibson and Anna Gibson 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 November 4, 1897

Recorded March 25 A. D. 1896 at 5³⁰ o'clock P. M.

James Brooks

Notary Public.

James Brooks
Register of Deeds.

The following is endorsed on the original instrument
The note herein described having been paid in full this mortgage
is hereby released and the lien thereby created discharged, as witness
my hand this 26 day of January A.D. 1898

Lucretia Stearns

January 31, 1898

J. P. Lawrence, Register of Deeds
By H. C. Fisher, ssg

(L.S.)