

This Indenture, Made this 31st day of December in the year of our Lord one thousand eight hundred and ninety 1897 between Narris Gibson & Co. of Lawrence in the County of Douglas and State of Kansas of the first part, and M. G. Bowersock of the second part.

Witnesseth, That the said part 1st of the first part in consideration of the sum of Fifteen Hundred (1500⁰⁰) 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 S. E. corner of Reserve, thence to Railroad, thence to W. line of Reserve, thence on said W. line to a point 58 1/2 ft. N. of the S. W. corner of said Reserve, thence E. 74 1/2 ft thence S. 50 ft, thence E. 117 ft. to beginning in Reserve, in the city of Lawrence, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Narris Gibson & Co. being a co-partnership composed of Narris Gibson, L. H. Harris and William 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, and that they will warrant and defend the same against all claims whatsoever.

This grant is intended as a Mortgage to secure the payment of the sum of

Fifteen Hundred Dollars according to the terms of one certain promissory note this day executed and delivered by the said Narris Gibson & Co. to the said party of the second part; payable at office of J. D. Bowersock Lawrence Kansas as follows, to-wit: Fifteen Hundred dollars on the 31 day of December 1897, with interest thereon.

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 Narris Gibson & Co. heirs and assigns.

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

Signed and delivered in presence of

Narris Gibson & Co. (SEAL.)

By William Gibson Partner (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
Douglas County, } ss.

Be it Remembered, That on this 31st day of December, A. D. 1896, before me, the undersigned, a Notary Public in and for the County and State of Kansas Narris Gibson & Co. By William Gibson Partner who is to me personally known to be the same person who executed the other instrument, and duly acknowledged the execution of the same as for Narris Gibson & Co.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Notary Public, Term expires November 4, 1897 James Brooks
Recorded Dec 31 A. D. 1896, at 1³⁰ o'clock P. M.

Notary Public.

James Brooks
Register of Deeds.

(For Release See Book 45 Page 23)