

This Indenture, Made this 3rd day of December in the year of our Lord one thousand eight hundred and ninety 88 between Edward H. Purvis and Celena Purvis his wife of Media in the County of Douglas and State of Kansas of the first part, and Della Gilman of the second part.

**Witnesseth**, That the said part of the first part in consideration of the sum of Five Hundred forty eight and 9/100 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:

The North forty two acres of the East sixty and 7/100 acres of the North One hundred acres of the North East quarter of Section thirty two (32) Township fourteen (14) Range twenty (20) East of 6th & M.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Edward H. Purvis and Celena Purvis 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 Five hundred forty eight and 9/100 Dollars according to the terms of one certain promissory note this day executed and delivered by the said Edward H. Purvis and Celena Purvis to the said party of the second part for the sum of \$548.90 payable on or before five years from date with interest at the rate of eight per cent per annum (payable semi-annually) from the 1st day of March, 1897 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 therefor, 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 parties of the first part, their heirs and assigns.

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

Signed and delivered in presence of

Edward H. Purvis (SEAL.)  
Celena Purvis (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas }

Be it Remembered, That on this 3rd day of Dec, A. D. 1898, before me, J. E. Hair, a Notary Public in and for said County and State, came Edward H. Purvis and Celena Purvis 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 Aug 3, 1900 J. E. Hair Notary Public.  
Recorded March 1, A. D. 1897, at 10 o'clock A.M.

James Brooks Register of Deeds.

*The following is endorsed on the original instrument -  
This note herein described having been paid in full, this mortgage is hereby released,  
and the lien thereby created discharged. As witness my hand, this 1st day of March, A. D. 1900 -  
Sam'l Gardner  
Della Gilman*

*Recorded April 19 - 1900  
G. B. Johnson  
Register of Deeds  
By Allen B. Johnson  
Deputy*

(S. B.)