

This Indenture, Made this 22 day of July in the year of our Lord one thousand eight hundred and ninety ALM between Clarence Walter Gibson & Martha B. Gibson his wife of Wakarusa Township in the County of Douglas and State of Kansas of the first part, and Mary Ann Burroughs of the second part.

Witnesseth, That the said party of the first part in consideration of the sum of One Thousand 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 South Eighty Seven and one half (87 1/2) acres of the East One hundred and six acres of the South East Quarter of Section Nineteen (19) in Township Thirteen (13) of Range Twenty (20). Also all that part of the West half of the North East Quarter of said Section Nineteen (19) Township and Range of aforesaid lying North of center of channel of Wakarusa River

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part 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 One Thousand Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said parties of the first part to the said party of the second part: Payable on 1st March 1898 to order of party of second part with interest at 8% after maturity

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 parties of the first part them 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

Hugh Blair

Clarence Walter Gibson (SEAL.)

Martha B. Gibson (SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 22 day of July, A. D. 1897, before me, Hugh Blair, a Notary Public in and for said County and State, came Clarence Walter Gibson & Martha Gibson, 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 28 Decr 1897 Hugh Blair Notary Public.
Recorded Sept 9 A. D. 1897, at 9 o'clock A.M.

James Brooks
Register of Deeds.

*The following is indented on the original instrument:
The Note herein described having been paid in full this Mortgage
is hereby released, and the lien hereby created discharged
as witness my hand this 20th day of February A.D. 1898
Mary A. Burroughs*

Recorded Feb 20th 1898

Register of Deeds

J.B.