

This Indenture, Made this 12th day of November in the year of our Lord one thousand eight hundred and ninety seven between John G. Gimblet and Emma Gimblet, his wife of Township of Willow Springs in the County of Douglas and State of Kansas of the first part, and E. S. Husley of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Two hundred and fifty 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: Commencing Twenty three (23) Chains twenty (20) links South of the North East Corner of the South East Quarter (1/4) of Section two (2) in Township fourteen (14) of Range Nineteen (19) thence due west fifteen (15) chains forty five (45) links thence South six chains Eighty (80) links, Thence East fifteen (15) chains forty five (45) links thence North six chains eighty (80) links to place of beginning containing 10 acres Also certain other tract of land described as follows commencing forty (40) rods North of a point on the South line Eighty (80) rods East from the South West Corner of the South East Quarter (1/4) of Section two (2) in Township four (4) of Range nineteen (19) thence North six (6) chains Eighty (80) links thence East five (5) chains thence South six chains and eighty (80) links thence West five (5) chains to the place of beginning containing 3 1/2 acres with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said John G. Gimblet and Emma Gimblet 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 Two hundred and fifty Dollars according to the terms of One certain Mortgage Note this day executed and delivered by the said Parties of the first part to the said party of the second part: Payable three years after date with interest semi-annually according to the tenor of said note and coupons thereto attached

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, their heirs and assigns.

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

Signed and delivered in presence of

Jennie Watt

John G. Gimblet

Emma Gimblet

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 12th day of November, A. D. 1897, before me, Jennie Watt, a Notary Public in and for said County and State, came John G. Gimblet and Emma Gimblet, 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 30th Nov 1900

Recorded Nov 15 A. D. 1897, at 10 o'clock AM.

Notary Public.

Jennie Watt
James Brooks

Register of Deeds.

The following is indorsed on the original instrument
The note herein described having been paid in full, this mortgage
is hereby released and the lien thereon is hereby created. Discharged
No Witness my hand this 21st day of January A.D. 1901
Notary Public
E. S. Husley
Recorded January 29th 1901
H. H. Hansen Register of Deeds