

This Indenture, Made this 24th day of November in the year of our Lord one thousand eight hundred and ninety-seven between William Gibson and Celia Gibson his wife, and Lucien A. Gibson and Anna Gibson his wife, all of in the County of Douglas and State of Kansas of the first part, and W. C. Beardsley of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three 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 his 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 at a point two rods and $\frac{1}{2}$ (1 1/2) chains west of the south east corner of Lot No. 3 (3) in the North East Quarter of Section No. 24 (24) in Township No. 22 (22) South of Range No. 11 (11) East of Meridian, thence running North Eighty (80) Rods thence west to the west line of said quarter section, thence South Eighty (80) Rods thence east to place of beginning, containing Fifty-two and one half (52 1/2) Acres of land, more or less, except $\frac{1}{16}$ of an Acre heretofore conveyed for quarry and by deed recorded Book 16 page 511; First parties hereby agree to maintain $\$2000$ insurance upon the buildings now on or to be erected on said land, during existence of this loan, for benefit of second party, his heirs or assigns 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 and that they will warrant and defend the same in the quiet and peaceable possession of said second party, his heirs and assigns forever, against all persons lawfully claiming or to claim the same.

This grant is intended as a Mortgage to secure the payment of the sum of Three Thousand 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: Due in five years from date with interest from date to maturity or default as evidenced by coupons attached to said note and interest after maturity or default at rate of 10% per annum until fully paid in cash or by sheriff's deed to said premises together with the costs of said sale. 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 his 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

Wm Gibson (SEAL.)
Celia E. Gibson (SEAL.)
Mrs Anna Gibson (SEAL.)
L. A. Gibson (SEAL.)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 24th day of December, A. D. 1897, before me, L. A. Wight a Notary Public in and for said County and State, came William Gibson and Celia E. Gibson his wife and 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 Nov-20-1899 L. A. Wight Notary Public.
Recorded Dec 10 A. D. 1897, at 10 o'clock M.

James Boothe 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. At Witness my hand this 18th day of March A. D. 1910
Josephine R. Beardsley, Baron
sole surviving assignee
assigned (Book 33 Page 180)

Recorded July 6 1910
Floyd L. Lawrence
Register of Deeds.