

Be it Remembered That on this third day of March A. D. 1883 before me a Notary Public in and for said County and State came Wm. E. Russell 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 subscribed my name and affixed my official seal on the day and year last above written

H. H.

H. H. Howard

Notary Public

My Com. expires Dec. 7, 1885

Recorded March 7th. 1883 at 3⁵⁰ o'clock P. M.

W. H. Arnold

Register of Deeds

This Indenture Made this third day of March in the year of our Lord one thousand eight hundred and eighty three between Samuel Burgan and Ellen Burgan his wife of N. Lawrence in the County of Douglas and State of Kansas of the first part and George H. Gilmore of Cam. N. Y. in the County of and State of N. Y. of the second part

Witnesseth That the said parties of the first part for and 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 his heirs and assigns forever all that tract or parcel of land situate in the County of Douglas and State of Kansas described as follows to wit The South half of the following described tract of land to wit The South fractional half of the Northwest fractional quarter of Section No. Eighteen (18) in township twelve (12) Range No. twenty (20) lying west of the Union Pacific Railroad track containing thirty two acres & no more or less with the appurtenances and all the estate title and interest of the said parties of the first part therein

This grant is intended as a Mortgage to secure the payment of the sum of One Thousand Dollars according to the terms of two certain promissory notes of even date herewith each note for Five Hundred Dollars the first payable three years from date the second payable five years from date both notes to draw eight per cent interest from date both signed by said Burgan and his wife said interest to be paid annually And this conveyance shall be void if such payment be made as is herein specified But if default be made in said payment or any part thereof as provided then this conveyance shall become absolute and it shall be