

Bappard his wife to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

In Witness Whereof I have herewith subscribed my name and affixed my official seal on the day and year last above written.

W. L. Price

Justice of the Peace

Recorded September 27th 1884 at 4³⁵ O'clock P.M.

Alfred M. Mott

Register of Deeds.

This Indenture Made this 9th day of September in the year of our Lord one thousand eight hundred and eighty four between John W. Gerby of the County of Douglas and State of Kansas of the first part and David T. Clinger of the second part;

Witnesseth That the said party of the first part in consideration of the sum of Five Hundred Dollars to him duly paid the receipt of which is hereby acknowledged has sold and by these presents does grant bargain sell and mortgage to the said party of the second part his heirs and assigns forever all that tracts and parcels of land situated in the County of Douglas and State of Kansas described as follows to wit;

The South-East quarter of the North-East Quarter of Section Twenty nine (29) Township Fourteen (14) Range Thirteen (13) also five acres in the East half of the South-East Quarter of Section Seven (7) said Township and Range viz: Begin 17 ⁷⁵/₁₀₀ chains South of the South-East corner of said Section Seven (7) thence West (105) chains thence North five (5) chains; thence East ten (10) chains; thence South (5) five chains to beginning containing in all 45 acres more or less with the appurtenances and all the estate title and interest of the said party of the first part therein. And the said John W. Gerby does hereby covenant and agree that at the delivery hereof he is the lawful owner 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 Dollars (being for a part of purchase money said premises) three years after date with interest payable annually at the rate of eight per cent per annum according to the terms of one certain promissory note this day executed and delivered by the said John W. Gerby to the said party of the second part; and this conveyance shall be void if such payment 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

On the original instrument is the following Indorsement:
The value and interest of the above described land and improvements all right title and interest in the same are hereby assigned to D. T. Clinger.

David T. Clinger

Recorded Oct 28, 1884 at 2⁴⁵ P.M.
B. J. Mott Register of Deeds
City of Lawrence, Kansas

42 release see book 16 15 469

The following assignment is endorsed on the original.
For value received I, Laura A. Dime, do hereby sell to David T. Clinger