

This Indenture Made the 31 day of September in the year of our Lord One Thousand Eight Hundred and Eighty Eight, between Henry P. Moore and Martha C. Moore, husband and wife of Baldwin in the County of Douglas and State of Kansas, of the first part and W. A. Quayle of the second part.

Witnesseth that the said parties of the first part in consideration of the sum of Two hundred Dollars to them duly paid the receipt of which whereby acknowledge 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 and parcel of land situated in the County of Douglas and State of Kansas described as follows; to wit:

Lot No. One hundred and thirteen 1/4 Due hundred and Sixteen 1/4<sup>00</sup>  
One hundred and eighteen 1/8 on Jersey Street in Baldwin City with  
appurtenances and all the estate, title and interest of the  
said part of the first part therein, and the said Henry P. Moore  
wife do hereby covenant and agree that at the delivery hereof they  
are the lawful owners of the premises above granted, and except a  
good and indefeasible estate of inheritance therein free & clear  
of all encumbrances Except one mortgage of \$300 W. Sinclair.

This Grant is intended as a mortgage to secure the payment of  
the sum of Two hundred Dollars, according to the terms of one certain  
promissory note this day executed by the said Henry P. Moore  
wife to the said party of the second part due and payable in one  
year from date of Sept 31 1888 with ten percent interest thereon from date  
until paid.

And this conveyance shall be void if such payment be made as  
wherein specified but if default be made in such payment to any  
part thereof or interest herein, or if the taxes on said land are not  
paid when the same become due and payable or if the insurance  
is not kept up thereon, as provided herein, then this conveyance  
shall become absolute and the whole sum remaining unpaid  
shall immediately become due and payable at the option of the  
holder thereof, and it shall be lawful for said party of the second part  
his executors, administrators and assigns, at anytime there-  
after, to sell the premises hereby granted, or any part thereof, in  
the manner prescribed by law, appraisement waived; and out of  
all monies arising from such sale, retain the amount then un-  
paid of principal and interest, together with the cost & charges  
of making such sale, and the overplus, if any there be, shall be paid  
by the party making such sale, or demand, to the said Henry P.  
Moore & wife or their heirs and assigns.

In witness whereof, the said parties of the first part have here-  
unto set their hands and seals the day and year last above

The following is written on the reverse side of the original instrument  
We will have despatched during business hours until the message is  
fully read and the handwriting clearly observed

June 8 1889  
Recorded June 8th 1889 at 2:50 o'clock P.M.  
W. A. Quayle  
A. A. Quayle