

MORTGAGE RECORD

F. T. Foley, Hink Bank Manufacturer, Lawrence, Kans.

This Indenture, Made this 4th day of November in the year of our Lord one thousand eight hundred and eighty nine between Benjamin Moore and Judith Ann Moore his wife of Decompton in the County of Douglas and State of Kansas of the first part, and M. H. Moore of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eight Hundred & 75 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: Shelwest half of South west quarter of Section Twenty eight (28) Township Eleven (11) Range Eighteen (18)

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

This grant is intended as a Mortgage to secure the payment of the sum of Eight Hundred & 75 Dollars according to the terms of One certain Promissory note this day executed and delivered by the said parties of the first part to the said party of the second part payable five years from date at The Lawrence National Bank of Lawrence Kas with interest at the rate of 7 per cent per annum payable semi annually

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 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 his 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 of making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Benjamin Moore his 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

Benjamin Moore (SEAL)
Judith Ann Moore (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 4th day of November, A. D. 1889, before me, J. H. Bonebrake, a Notary Public in and for said County and State, came Benjamin Moore and Judith Ann Moore 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 Jan 7th 1892. J. H. Bonebrake Notary Public.
Recorded Nov 12 A. D. 1889, at 10²⁵ o'clock A. M.

James Brooks
Reg. later of Deeds

The following is endorsed on the original instrument
The notes herein described having been paid in full. This mortgage is hereby released and the lien thereby created discharged. No moneys were paid thereon. 12 day of December. 1894
W. H. Moore
Recorded December 19th 1894
James Brooks
Register of Deeds