

MORTGAGE RECORD

P. F. Foley, Mort. Book Manufacturer, Lawrence, Kans.

This Indenture, Made this First day of October in the year of our Lord one thousand eight hundred and eighty nine between Samuel Kesler and Mary Kesler his wife of Douglas in the County of Douglas and State of Kansas of the first part, and M. S. Moore of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Six hundred and fifty 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: The South east quarter of Sec. Twenty five (25) in Township Thirteen (13) of Range Nineteen (19) and the North twenty (20) acres of the east half of the North west quarter of Section Twelve (12) Township Fourteen (14) of Range Nineteen (19) 150 acres more or less.

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 except a First Mortgage to secure the payment of Seventeen hundred and fifty Dollars dated October 1, 1885 to M. S. Moore

This grant is intended as a Mortgage to secure the payment of the sum of Six hundred and fifty 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:

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 Samuel Kesler 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 (2)

Alfred WhitmanSamuel Kesler
Mary Kesler

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 10 day of November, A. D. 1889, before me, Alfred Whitman, a Notary Public in and for said County and State, came Samuel Kesler and Mary Kesler 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 - 19 - 1891Alfred Whitman

Notary Public.

Recorded Jan - 23 - A. D. 1890, at 3 o'clock P. M.James Brooks

Reg. Clerk of Deeds.