

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 20th day of Sept in the year of our Lord one thousand eight hundred and Ninete between C. E. Mosher and Lenna C. Mosher (husband and wife) of Medea in the County of Douglas and State of Kansas of the first part, and Nathan Cradit of the second part,

Witnesseth, That the said parties of the first part consideration of the sum of fifteen hundred 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: North One half of South East Quarter (41) of Section eight (8) Township fifteen (15) Range twenty (20) 1/2 Sec Nine (9) Acres to Walker and Sims and Sub division number 11 of Section eight (8) Town fifteen (15) Range twenty (20) containing 13 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 C. E. Mosher and Lenna C. Mosher do hereby covenant and agree, at the delivery hereof are the lawful owners of the premises above granted, and seized of a good and indefeasible state of inheritance therein free and clear of all incumbrances

This grant is intended as a Mortgage to secure the payment of the sum of fifteen hundred according to the terms of 3 certain promissory notes this day executed and delivered by the said C. E. Mosher and Lenna C. Mosher to the said party of the second part his said notes being for \$500 each and drawing 5% interest per annum from date and due 3 years after date

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 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 or demand to the said C. E. Mosher and Lenna C. Mosher their heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

C. E. Mosher (Seal)
Lenna C. Mosher (Seal)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 20th day of September, A. D. 1890, before me, a Justice of the Peace, State, came C. E. Mosher and Lenna C. Mosher 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 18-18-18 W. Bristow Justice of the Peace
Recorded Feb-25 A. D. 1891, at 10 o'clock A.

James Brooks Register

(For Release under Book 29 Page 314)
(For Assignment of Book 29 Page 314)
(See Book 29 Page 314 for Release under Book 29 Page 314)

The following is indorsed on the original indenture