

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 16<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and ninety one between J. A. Moore and Maria Moore, his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and W. C. Beardsley, of Auburn, New York of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three 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: Lot No One hundred and seventy three (173) in addition No Two (2), in that part of the City of Lawrence formerly known as North Lawrence, being the homestead of the said parties of the first part First parties agree to maintain \$400 insurance on the building upon said premises for benefit of second party, or assigns, during the existence of this loan

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 at the delivery hereof they 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 and that they will warrant and defend the same in the quiet and peaceable possession of said second party, his heirs and assigns forever, against all persons lawfully claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of Three hundred Dollars according to the terms of one certain mortgage note this day executed and delivered by the said parties of the first part to the said party of the second part: due in five years from date, with interest from date to maturity or default as evidenced by coupons attached to said note, and interest after maturity or default until fully paid at the rate of ten per cent per annum. 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 on demand to the said parties of the first part, their 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

J. A. Moore (SEAL)  
Maria Moore (SEAL)  
 (SEAL)  
 (SEAL)

STATE OF KANSAS, } ss.  
 County of Douglas

Be it Remembered, That on this 18<sup>th</sup> day of May, A. D. 1891, before me L. A. Wright, a Notary Public in and for said County and State, came J. A. Moore and Maria 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 April 21 1895 L. A. Wright Notary Public  
 Recorded May 19 A. D. 1891, at 5<sup>15</sup> o'clock P. M.

James Brooks Register of Deeds