

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this Eighth day of October in the year of our Lord one thousand eight hundred and Ninety between Benjamin D. Moore and Judith A. Moore his wife of Leamington Camp in the County of Douglas and State of Kansas of the first part, and Mrs E. P. Harris of the same place of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One 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 her 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 West half of the fractional South West Quarter of Section No. Twenty Eight (28) in Township No. Eleven (11) of Range No. Eighteen (18) East of the 6th principal meridian

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 that 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 Except one certain mortgage of Eight hundred dollars given about November 1889

This grant is intended as a Mortgage to secure the payment of the sum of One hundred and fifty (150) 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 due and payable in one year after date with interest at Eight percent per annum from date until paid

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 her executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisalment hereby waived or not at the option of the party of the second part her 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 Benjamin D. 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 D. Moore (SEAL)  
Judith A. Moore (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this Eighth day of October, A. D. 1890, before me Joseph E. Riggs, a Notary Public in and for said County and State, came Benjamin D. Moore and Judith A. 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 Nov - 6 - 1892 Joseph E. Riggs Notary Public.  
Recorded May - 21 - A. D. 1891, at 4 o'clock P M.

James Brooks Register of Deeds

The following is restored on the original instrument  
The notes herein described having been paid in full this mortgage  
is hereby released, and the lien hereby created, discharged.  
As witness my hand, this 20 day of August A. D. 1892.  
Mrs E. P. Harris

Recorded January 12th 1893  
James Brooks  
Register of Deeds

