

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Nineteenth day of August in the year of our Lord one thousand eight hundred and ninety one between Edward Moss an unmarried man of Clinton in the County of Douglas and State of Kansas of the first part, and Edward A. Jacobs of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Nine Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does 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 North half of the North West quarter of Section thirty two (32) Township Thirteen (13) South of Range Eighteen (18) East of the 6th principal meridian and the South East quarter of said North West quarter of Section thirty two (32) containing One hundred and twenty acres more or less

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Edward Moss does hereby covenant and agree, at the delivery hereof he is the lawful owner 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 Nine Hundred Dollars being for a part of the purchase money for said land according to the terms of one certain promissory note this day executed and delivered by the said Edward Moss to the said party of the second part: payable three years after date with interest at the rate of 7 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, on 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 Edward Moss heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

Geo. A. BanksEdward Moss (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 19th day of August, A. D. 1891, before me Geo. A. Banks, a Notary Public in and for said County and State, came Edward Moss an unmarried man

to me personally known to be the same person 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 Dec 12 1892Geo. A. Banks

Notary Public.

Recorded Aug 19 A. D. 1891, at 2 o'clock P M.James Brooks

Register of Deeds

The following is indorsed on the original instrument  
The notes herein described having been paid in full this mortgage  
is hereby released and the same thereby created, discharged  
As Witness my hand this 1st day of September, A.D. 1893  
Edward A. Jacobs

Recorded September 1st 1893  
James Brooks  
Register of Deeds

