

This Indenture, Made this 24<sup>th</sup> day of February in the year of our Lord one thousand eight hundred and Ninety three between Moses Gray and Mary Gray his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and H. J. Patterson of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Thirteen 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: The South West quarter of Section No twenty five (25) and the North West quarter of the North West quarter of Section No thirty six (36) Township No twenty one Range No twenty (20) East of the 6<sup>th</sup> P.M. containing two hundred Acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Moses Gray do hereby covenant and agree that 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 Thirteen Hundred (\$1300) Dollars according to the terms of five certain promissory notes this day executed and delivered by the said Moses Gray and Mary Gray his wife to the said party of the second part; one note in the sum of \$300.00 and four notes in the sum of \$250.00 each due in one, two, three, four and five years from their date respectively, and bearing interest at the rate of eight per cent per annum from 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 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 Moses Gray and Mary Gray or their heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set their hands and seals the day and year first above written. Moses Gray (SEAL) Mary Gray (SEAL)

STATE OF KANSAS, } ss. County of Douglas

Be it Remembered, That on this 24<sup>th</sup> day of February, A. D. 1893, before me J. R. Bingle, a Notary Public in and for said County and State, came Moses Gray and Mary Gray 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 17<sup>th</sup> 1894. J. R. Bingle Notary Public. Recorded 16 23 A. D. 1893, 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 lien thereby created discharged. As witness my hand, this 15<sup>th</sup> day of May, A. D. 1893 - H. J. Patterson

Recorded May 6<sup>th</sup> 1893 - James Brooks Register of Deeds

The following is indorsed on the original instrument

