

JOURNAL BOOK LAWYER & REALTOR

This Indenture, Made this Sixth day of April in the year of our Lord one thousand eight hundred and ninety three between Nilbur Moses and Hulda H. Moses Husband and wife of Linland in the County of Douglas and State of Kansas of the first part, and Edward J. Cooper of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Five 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 East half of the North East quarter of Section twenty three (23) in Township fourteen (14) South of Range twenty (20) East of 6th P.M. containing Eighty Acres.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Nilbur Moses & Hulda H. Moses do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 Five hundred dollars according to the terms of One certain Note or Bond of \$500.00 within five (5) years of the date of this day executed and delivered by the said Nilbur Moses & Hulda H. Moses to the said party of the second part:

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 Nilbur Moses & Hulda H. Moses their heirs and assigns.

In Witness Whereof, The said part 1st of the first part, have hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of Nilbur to mark
R. D. Mason

Nilbur X. Moses (SEAL)
Hulda H. Moses (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS, }
Douglas County } ss.

Be it Remembered, That on this 6 day of April, A. D. 1893, before me A. H. Cooper a Notary Public in and for said County and State, came Nilbur Moses and Hulda H. Moses Husband and 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 March 24 1897
Recorded April 6 A. D. 1893, at 5:30 o'clock P. M.

A. H. Cooper Notary Public
James Brooks Register of Deeds

The following is endorsed on the original instrument
Received of Nilbur Moses & wife the sum of Five Hundred Dollars
in full satisfaction of the within mortgage
Nilbur H. Moses Loan
Nilbur H. Moses
Formerly
Assigned See Book 29 Page 51

Recorded April 1st 1893

