

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 9th day of Sept in the year of our Lord one thousand eight hundred and ninety 93 between J. R. Moller and Annie E. his wife of Baldwin in the County of Douglas and State of Kansas of the first part, and N. J. Gardner of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Twelve 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: Beginning at the N.W. corner of S. 11. 24 Sec. 34 T. 14 R. 20 E. of 6th PM. South 12¹/₂ chains East 13¹/₂ chains North 12¹/₂ chains West 18¹/₂ chains to beginning, also Beginning at a point 14¹/₂ chains North of S. 11. corner of Sec. 34. T. 14 R. 20. Thence East 12¹/₂ chains Thence North 12¹/₂ chains Thence West 12¹/₂ chains Thence South 12¹/₂ chains to place of beginning. Containing 47¹/₂ acres more or less

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said J. R. Moller & Annie E. Moller 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 Twelve hundred dollars according to the terms of One certain Promissory Note this day executed and delivered by the said J. R. Moller 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 surplus, if any there be, shall be paid by the party making such sale on demand to the said J. R. & Annie E. Moller, their heirs and assigns.

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

Signed and delivered in presence of

J. R. Moller (SEAL.)
Annie E. Moller (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
Douglas County } ss.

Be it Remembered, That on this 9th day of Sept, A. D. 1893, before me C. E. Dallas, a Notary Public in and for said County and State, came J. R. Moller & wife Annie E. Moller 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 Dec 16 1894 C. E. Dallas Notary Public.
Recorded Sept 14 A. D. 1893, at 1³⁰ o'clock P - M.

James Brooks Register of Deeds.

The following was indorsed on the original indentment
September 8th 1893 Received of J. R. Moller Twelve hundred and
forty two \$42.00 dollars in full satisfaction of the within mortgage

H. S. Gardner

51242.00

Receipt

Recorded September 8th 1898

J. D. Foxman
Register of Deeds

By J. H. Fisher
Clerk