

This Indenture, Made this 17th day of January in the year of our Lord one thousand eight hundred and ninety four between May Moore and Henry Moore husband and wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Gertrude Keith of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Fifteen 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 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 South thirty (30) acres of the South East quarter of the South West quarter of Section twenty (20) Township twelve (12) South of Range twenty (20) East of the 6th principal meridian.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said May Moore do hereby covenant and agree that at the delivery hereof she 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 Fifteen Hundred Dollars according to the terms of one certain promissory note this day executed and delivered by the said Henry Moore and May Moore to the said party of the second part: payable one year after date at the Lawrence National Bank of Lawrence Kansas with interest from date at the rate of six 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 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, appraisement hereby waived or not at the option of the party of the second part her 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 May Moore her heirs and assigns.

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

Signed and delivered in presence of

May Moore (SEAL.)

Henry Moore (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
Douglas County } ss.

Be it Remembered, That on this 19th day of January, A. D. 1894, before me Geo. H. Banks a Notary Public in and for said County and State, came May Moore and Henry Moore 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 Dec - 1 - 1896

Recorded Jan - 20 - A. D. 1894, at 11³⁰ o'clock A. M.

Geo. H. Banks

Notary Public.

James Brooks

Register of Deeds.