

This Indenture, Made this 10th day of September in the year of our Lord one thousand eight hundred and ninety four between Jacob A. Moak, an unmarried man of Lawrence in the County of Douglas and State of Kansas of the first part, and William S. Lincoln, of same place of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of One Thousand DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, hath sold and by these presents doth 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 Half of Lot No. Twenty eight (28) on Massachusetts Street, in the City of Lawrence.

Grantor hereby agrees to maintain fire insurance upon the building now on said lot, for benefit of Grantee, his heirs and assigns, during the existence of this loan.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said

Jacob A. Moak 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, and that he will warrant and defend the same in the quiet and peaceable possession of said second party, his heirs and assigns forever, against all persons lawfully claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of

One Thousand Dollars according to the terms of one certain Mortgage note this day executed and delivered by the said party of the first part to the said party of the second part:

due in five years from date, with interest from date to maturity or default as evidenced by coupons attached to said note, and interest after maturity or default until fully paid, at the rate of ten 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, of 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 for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said party of the first part his heirs and assigns.

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

Signed and delivered in presence of

Jacob A. Moak (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 20th day of September, A. D. 1894, before me, L. H. Night, a Notary Public in and for said County and State, came Jacob A. Moak, an unmarried man,

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 April 21, 1895. L. H. Night
Recorded Sept 20, A. D. 1894, at 11 o'clock A. M. Notary Public.

James Brooks
Register of Deeds.

The following is a copy of the original instrument. The note being described having been paid in full, this mortgage is hereby released, and the same hereby created is discharged. As witness my hand, this twenty-first day of September, A. D. 1894.

Deputy Notary Public, Lawrence, Kan. By William S. Lincoln, Notary Public, Lawrence, Kan. Received Oct. 26, 1894. Assigned to Book 26 Page 658.