

This Indenture, Made this 19th day of December in the year of our Lord one thousand eight hundred and ninety four between William H. Musick and Rachel Musick his wife of Euclora in the County of Douglas and State of Kansas of the first part, and Joseph Lewis of the second part,

Witnesseth, That the said party 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 North Half (1/2) of South West Quarter (1/4) of Section Nine (9) Township Fourteen (14) Range Twenty One (21) containing Eighty (80) acres more or less.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said William H. Musick and Rachel Musick 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 a certain promissory note this day executed and delivered by the said William H. Musick and Rachel Musick to the said party of the second part: payable Five years from date hereof with interest at the rate of seven and a half percent from date payable annually.

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 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 William H. Musick and Rachel Musick heirs and assigns.

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

Signed and delivered in presence of

William H. Musick (SEAL)
Rachel Musick (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 19th day of December, A. D. 1894, before me, C. F. Richards, a Notary Public in and for said County and State, came William H. Musick and Rachel Musick his wife to me personally 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 Dec 29/1894

Recorded Dec 22 1894 A. D. 1894 at 4:00 o'clock P. M.

Notary Public

James Brooks
Register of Deeds

The following is endorsed on the original instrument
The notes herein described having been paid in full this mortgage
is hereby released and the title thereby created discharged
As witness my hand this 20th day of January A.D. 1900.
Alex Lewis

Recorded January 20th 1900
W. H. Foxman
Clerk of the Court
Assigned for Book 3 Page 561 Register of Deeds
Brigade of Mary H. Lewis Secured



The following was signed and sealed on the within instrument