

This Indenture, Made this 14 day of December in the year of our Lord one thousand eight hundred and ninety four between Y. J. Mottier and Eliza C. Mottier his wife of Baldwin in the County of Douglas and State of Kansas of the first part, and W. J. Mosher of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two hundred and fifty nine 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: Lot No 15, 16, 17 on Fifth Street Baldwin Kansas

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Y. J. Mottier and Eliza C. Mottier 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 Two hundred and fifty nine dollars according to the terms of One certain Promissory Note this day executed and delivered by the said Y. J. Mottier and Eliza C. Mottier to the said party of the second part: said note due on or before two years after date drawing out at the rate of 8 1/2% per annum and 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 and 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 Y. J. Mottier and Eliza C. Mottier 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

Y. J. Mottier (SEAL)
Eliza C. Mottier (SEAL)

(SEAL)

STATE OF KANSAS, }
Douglas County } ss.

Be it Remembered, That on this 17 day of Dec, A. D. 1894, before me, a Justice of the Peace, a Notary Public in and for said County and State, came Y. J. Mottier and Eliza C. Mottier 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 189

Recorded March 18 A. D. 1895 at 10 o'clock M.

N. Bristol
Justice of the Peace
James Brooks
Register of Deeds

The following is enclosed on the original instrument
\$25.95 Aug 8-1895-Received of Y. J. Mottier and Eliza C. Mottier his wife the within named mortgage the sum of two hundred and fifty nine and 00/100 dollars in full satisfaction of the within mortgage

George Stuart
Subscribed and sworn to before me the 8th day of August, 1895-

Recorded August 9th 1895
James Brooks
Notary Public
(My Comm. Exp. Aug. 3, 1896)

For assignment see Book 3 Page 14