

This Indenture, Made this 17th day of August in the year of our Lord one thousand eight hundred and ninety five between George Mosley and Mary M. Mosley of Baldwin in the County of Douglas and State of Kansas of the first part, and Samuel Gardner of the second part,

Witnesseth, That the said part1st of the first part in consideration of the sum of Fifty DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has he sold and by these presents do he grant, bargain, sell and mortgage to the said part2d 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: lots 100 and 102 on Grove Street in the City of Baldwin County and State aforesaid

with all the appurtenances, and all the estate, title and interest of the said part1st of the first part therein. And the said George Mosley and Mary M. Mosley his wife do he 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 Fifty Dollars according to the terms of One certain Note this day executed and delivered by the said George Mosley and Mary Mosley to the said part2d 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 part2d of the second part the 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 part2d of the second part the 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 part1st making such sale on demand to the said George Mosley and Mary M. Mosley their heirs and assigns.

In Witness Whereof, The said part1st of the first part, has hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

J. H. Price
Mr. E. Mosley

George Mosley (SEAL.)
Mary M. Mosley (SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } SS.

Be it Remembered, That on this 17 day of August, A. D. 1895, before me, J. H. Price, a Justice of the Peace, a Notary Public in and for said County and State, came George Mosley and Mary M. Mosley 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 _____ 189____
Recorded Aug 17 A. D. 1895 at 11 o'clock P. M.

J. H. Price Justice of the Peace
Notary Public.
James Brooks
Register of Deeds.

The following is inclosed on the Original instrument.
The Note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.
Witness my hand, this 25 day of August A. D. 1896.
J. H. Price
Justice of the Peace.
Recorded August 29 1896
By James Brooks Register of Deeds.