

This Indenture, Made this 9th day of December in the year of our Lord one thousand eight hundred and ninety two between J. H. Moller and Annie E. Moller husband and wife of Baldwin in the County of Douglas and State of Kansas of the first part, and Johnson S. Tillotson of the second part,

Witnesseth, That the said part II 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 part I 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 Twelve (12) feet of lot number twenty six (26) all of lot twenty seven (27) all of lot twenty eight (28) and the North Sixteen (16) feet of lot number twenty nine (29) all on Fifth (5th) Street in Baldwin City Douglas County Kansas

with all the appurtenances, and all the estate, title and interest of the said part II of the first part therein. And the said Parties of the first part 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 indefensible 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 (\$500.00) according to the terms of One certain Promissory note this day executed and delivered by the said Parties of the first part to the said part I of the second part: and due in six years from date at the Merchants National Bank Lawrence Kansas with interest at seven per cent per annum payable semi annually, with privilege of paying fifty dollars or more at time of any interest payment 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 part I 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 Parties of the first part their heirs and assigns.

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

Signed and delivered in presence of

J. H. Moller (SEAL.)
Annie E. Moller (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 3rd day of December, A. D. 1895, before me, J. E. Hain, a Notary Public in and for said County and State, came J. H. Moller and Annie E. Moller husband and 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 Aug 5 1896. J. E. Hain Notary Public.
Recorded Dec 6 A. D. 1895 at 12 o'clock A. M.

James Brooks Register of Deeds.

The following is endorsed on the original instrument -
This note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created is discharged. Witness my hand, this fourth day of March A. D. 1902.
Johnson S. Tillotson
James A. Robson
George W. Haudlin
Wm. D. Dorman,
Register of Deeds,
By Allen B. Dorman,
Deputy.
Recorded Mch. 10th 1902 -
W. D. Dorman,
Register of Deeds.