

This Indenture, Made this 8th day of May in the year of our Lord one thousand eight hundred and ninety six between Samuel O. Moore and his wife Julia E. Moore of Lawrence in the County of Douglas and State of Kansas of the first part, and Samuel Marks of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Fifteen 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: Lot number One Hundred and Five (105) on Kentucky Street in the City of Lawrence

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

This grant is intended as a Mortgage to secure the payment of the sum of Fifteen Hundred Dollars according to the terms of two certain promissory notes this day executed and delivered by the said Samuel O. Moore to the said party of the second part: is one note for \$750 due in one year and one note for \$750 due in 18 months from date all with interest from date at the rate of eight percent per annum payable semi-annually as per interest coupons attached to said notes

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 Samuel O. Moore his 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

Samuel O. Moore (SEAL.)

Julia E. Moore (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 8th day of May, A. D. 1896, before me, N. A. Churchill, a Notary Public in and for said County and State, came Samuel O. Moore and Julia E. Moore 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 January 16-1900

Recorded May 8 A. D. 1896 at 2¹⁵ o'clock P M.

N. A. Churchill

Notary Public.

James Brooks

Register of Deeds.

The following is endorsed on the original instrument
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 20th day of Oct. 2, 1897

Samuel Marks

Recorded October 20th 1897

James Brooks
Register of Deeds

