

This Indenture, Made this 4th day of December in the year of our Lord one thousand eight hundred and ninety four between Christian Soxman and Minnie A. Soxman of Lawrence in the County of Douglas and State of Kansas of the first part, and Mrs. B. A. Moore of the second part.

Witnesseth, That the said parties 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 her 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:

Sot No. One Hundred and fifty nine (159) and North Thirty one (31) feet of Sot No. One Hundred and sixty one (161) on New York Street in the City of Lawrence. First Party reserves the Privilege of Paying \$50. or more any interest payment

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Christian Soxman & Minnie A. Soxman 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 One certain Note this day executed and delivered by the said Christian Soxman to the said party of the second part:

Payable Five years after date with interest at Eight per cent per annum, payable semiannually

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 her 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 her 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 Christian Soxman, his heirs and assigns.

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

Signed and delivered in presence of

Christian Soxman (SEAL)

Minnie A. Soxman (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 4th day of December, A. D. 1894, before me, L. S. Steele, a Notary Public in and for said County and State, came Christian Soxman, Minnie A. Soxman 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 June 18, 1898

Recorded March 31 A. D. 1897, at 4 o'clock P. M.

Notary Public.

Register of Deeds.

The following is endorsed on original instrument
The note herein described having been paid in full this mortgage is hereby released and the said party of the second part discharged
Witness my hand this 17th day of December A.D. 1902
Mrs. B. A. Moore

John M. Moore
W. Barchert

Recorded Dec 16 1902
L. S. Steele
Register of Deeds