

This Indenture, Made this Second day of March in the year of our Lord one thousand eight hundred and ninety 97 between C. F. Mosher and Lena C. Mosher his wife of Monte Vista in the County of Rio Grande and State of Colorado of the first part, and Mrs. Sarah Hague, or in case of her death to Libbie Gilges of the second part,

**Witnesseth,** That the said party of the first part in consideration of the sum of One hundred and fifty 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: Beginning at a stake one hundred and sixty seven feet (167) East of the South West corner of the North West quarter of the southwest quarter of Section Four (4) Township No. 15, T15N Range Twenty (20) Thence North One hundred and Thirty feet (130) Thence East Fifty nine and one half feet (59 1/2) Thence South One hundred and Thirty ft. to College St. Media Thence West Fifty nine and one half ft (59 1/2) to place of beginning

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said C. F. Mosher and Lena C. Mosher, his wife 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 One hundred and fifty Dollars according to the terms of a certain promissory note this day executed and delivered by the said C. F. Mosher and Lena C. Mosher to the said party 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 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 making such sale on demand to the said C. F. Mosher and Lena C. Mosher heirs and assigns.

**In Witness Whereof,** The said party of the first part, have hereunto set their hand and seal the day and year last above written.

Signed and delivered in presence of

C. M. Corlett

C. F. Mosher (SEAL.)

Lena C. Mosher (SEAL.)

(SEAL.)

(SEAL.)

STATE OF Colorado } ss.

County of Rio Grande }

Be it Remembered, That on this 20th day of March, A. D. 1897, before me, Charles M. Corlett, a Notary Public in and for said County and State, came C. F. Mosher and Lena C. Mosher

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 May 25, 1898 Charles M. Corlett Notary Public.

Recorded June 29 A. D. 1897, at 10<sup>40</sup> o'clock A. M.

James Brook  
Register of Deeds.