

This Indenture, Made this Eighth day of August in the year of our Lord one thousand eight hundred and ninety Eight between Joseph Musick and Hattie Musick his wife of Endora in the County of Douglas and State of Kansas of the first part, and W. D. Hoyt of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One Thousand 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 parties 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 West half of the North West Quarter of Section Number Thirty 30 in Township Number Thirteen 13 South of Range Number Twenty One 21 East of the Sixth 6 Principal Meridian, and containing Eighty 80 acres more or less

with all the appurtenances, and all the estate, title and interest of the said parties 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 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 Thousand Dollars

according to the terms of One certain Mortgage Note this day executed and delivered by the said Joseph Musick and Hattie Musick to the said parties of the second part: Due in two years from date with interest from date to maturity or default as evidenced by coupons attached to said note and interest after maturity or default at the rate of ten per cent per annum until fully paid. Grantors reserve the right to pay after three years, 100 or any multiple thereof at 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 parties 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 parties 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 parties of the first part their 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

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L. A. Corse

Joseph Musick (SEAL.)
Hattie Musick (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,

County of Douglas } SS.



Be it Remembered, That on this 8th day of August, A. D. 1898, before me, L. A. Corse, a Notary Public in and for said County and State, came Joseph Musick and Hattie Musick his wife to me personally

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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 Jan 16 1901 L. A. Corse Notary Public.

Recorded August 19 A. D. 1898, at 3 o'clock P. M.

W. D. Hoyt
Register of Deeds.

The following is enclosed in the original instrument.
Cambridge, N. Y., Aug 15th 1901.
Receiver of Joseph Musick and Hattie Musick his wife.
The within named mortgage, the sum of one thousand Dollars in full satisfaction of the within mortgage. William D. Hoyt.

Recorded Aug 14th 1906.
A. W. Armstrong,
Register of Deeds.