

This Indenture, Made this 4th day of January in the year of our Lord one thousand eight hundred and ninety Nine between John L. Moss and Elizabeth Moss, his wife of Douglas in the County of Douglas and State of Kansas of the first part, and William S. Sinclair, of Lawrence, Kansas 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 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 half of the North West quarter of Section No. Five (5) in Township No. Fourteen (14) South of Range No. Eighteen (18) East of the 6th G.M. and the North East quarter of the North West quarter of Section No. Five (5) in Township No. Fourteen (14) South of Range No. Eighteen (18) East of the 6th G.M., containing 120 acres of land 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 and that they will Warrant and defend the same in the quiet and peaceable possession of said parties of the second part his heirs and assigns forever, against all persons lawfully claiming or to claim the same.

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 Mortgage Note this day executed and delivered by the said Parties of the first part to the said party of the second part:

Due in Five years after 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 in cash or by Sheriff's deed to above described premises, together with possession thereof

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 Parties of the first part.

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

L. W. Borse

John L. Moss

Elizabeth Moss

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 4th day of January, A. D. 1899, before me, L. W. Borse a Notary Public in and for said county and State, came John L. Moss, and Elizabeth Moss, his wife

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 Jan. 16th 1901

Recorded January 5 A. D. 1899, at 2³³ o'clock P. M.

L. W. Borse

Notary Public.

G. B. Foxman

Register of Deeds.

The following is a guide to the original instrument -
The notes heretofore described having been paid in full, this mortgage is hereby released,
and the lien hereby created is discharged. As witness my hand, this 6th day of December, A.D. 1900.
W. H. Foxman, Register of Deeds.
By Billie B. Foxman, Deputy.

Assigned, See Book 33, Page 373.

