

This Indenture, Made this 11<sup>th</sup> day of February in the year of our Lord one thousand eight hundred and ninety nine between Edward Moss

of Marion Sp. in the County of Douglas and State of Kansas of the first part, and J. W. Maccomb of Lawrence Ks of the second part,

Witnesseth, That the said part y of the first part in consideration of the sum of Two hundred DOLLARS, to him duly paid, the receipt

of which is hereby acknowledged, ha S sold and by these presents do ed grant, bargain, sell and mortgage to the said part y 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 north one half of the south east quarter of section number three, township number fifteen, range number eighteen east of the 6<sup>th</sup> P.M. containing eighty acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said

Edward Moss and wife do hereby covenant and agree that at the delivery hereof they are 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 Two hundred dollars

according to the terms of one certain note this day executed and delivered by the said Edward Moss & wife to the said part y of the second part payable 3 years after date at the Lawrence Natl. Bank, with interest at the rate of 7% per annum payable semi-annually

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 part y 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 part y 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 part y making such sale on demand to the said Edward Moss or his heirs and assigns.

In Witness Whereof, The said part y of the first part, ha hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

D. S. Fairchild

Edward Moss (SEAL)

Tillie Moss (SEAL)

STATE OF KANSAS, } SS.

County of Osage

Be it Remembered, That on this 22 day of March, A. D. 1899, before me,

D. S. Fairchild a Notary Public in and for said county and State, came Edward Moss and Tillie 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 Dec. 17<sup>th</sup> 1899 D. S. Fairchild

Recorded March 24<sup>th</sup> A. D. 1899, at 11<sup>15</sup> o'clock P.M.

Register of Deeds,

The following is enclosed of the original instrument  
 The note herein described having been paid in full, this mortgage  
 is hereby released, and the lien thereby created discharged. Witness  
 my hand, this 26<sup>th</sup> day of September A.D. 1901.  
 John W. Maccomb  
 Recorder of Deeds  
 By Tillie B. Soman  
 Deputy-  
 Recorded Sept-26-1901  
 W. B. Soman  
 Register of Deeds