

This indenture, made this 11th day of August in the year of our Lord one thousand eight hundred and ninety nine, between J. M. Moore and his wife of account on the one part, and Bezelal Wright of the second part, witnesses, that the said parties of the first part, in consideration of the sum of Three 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 two (2) acres of the west thirty (30) acres of the northeast quarter of the north east quarter of section seven (7) Township (12) South of Range nineteen (19) East of the 6th P.M. with 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 against all claims whatsoever. This grant is intended as a mortgage to secure the payment of the sum of Three hundred dollars, due and payable in one, two, three, four, and five years from date thereof, with interest thereon from date at 7 per cent per annum, according to the terms of five certain promissory notes this day executed and delivered by said J. M. Moore to the said party of the second part; and this covenant shall be void if such payment be made as in said notes, and in this instrument specified. And the said parties of the first part hereby agree, to pay all taxes and assessments levied and assessed against said premises before any costs or penalties shall accrue thereon, and to keep the buildings erected and to be erected on said premises insured in favor of the second party or his assigns, in the sum of — dollars, in some responsible insurance company authorized to do business in the State of Kansas, in default whereof said party of the second part may pay such taxes, and any penalties and costs which may have accrued thereon, and as will effect such insurance at the expense of said first parties, and such taxes, penalties, costs and insurance, shall from the date of payment be an additional lien under this mortgage, on said above described premises, and shall bear interest at the rate of 10 per cent per annum. But if default be made in the payment of said notes, or any part thereof, or any interest thereon, or of the taxes, or if the insurance is not kept up thereon, then this covenant shall become absolute, and the whole amount specified in said notes and the interest thereon, and all taxes and insurance paid by said second party or his assigns, become and be due and payable, or not, at the option of said second party or assigns, said option to be exercised without any notice whatever, and it shall be lawful for the party of the second part his executors, administrators, or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereof waived or not, at the option of the party of the second part, his executors, administrators, or assigns, and out of all the money arising from such sale, to retain the amount then due according to the provisions of this instrument, together with the costs and charges of making such sale, and the surplus, if any there be, shall be paid by the party making such sale, on demand to the said J. M. Moore, his heirs or assigns. In testimony whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

J. M. Moore (seal)
Laura M. Moore (seal)

In consideration of full payment of the within mortgage I hereby release the same this 13th day of November, 1899

Bezelal Wright

W. J. Burman
Register of deeds.