

This Indenture Made this 28th. day of February in the year of our Lord one thousand eight hundred and eighty three between Lorinda Moore & G. L. Moore her husband of Baldwin City in the County of Douglas and State of Kansas of the first part and James M. Cochins of the second part

Witnesseth 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 North East quarter of the North East quarter Less $7\frac{1}{2}$ acres deduced to Dallas and Chamberlain of Sec. 34 Township 14 Range 20 Also Beginning at a point on the west line of Section 35 township 14 Range 20 thirty seven poles from the north west corner of said section and Runny 20 poles and 9 feet to a corner Thence East 2 rods & 10 ft. to a corner Thence North 11 rods & 12 ft. to a corner thence West 16 rods and 10 ft. to the place of beginning

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 and will warrant and defend the same and that the same is free and clear of all incumbrances

This Grant is intended as a Mortgage to secure the payment of the sum of three hundred dollars according to the terms of a certain note this day executed and delivered by the said parties of the first part to the said party of the second part and this conveyance shall be void if such payment 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 thereon then this conveyance shall become absolute and the whole shall become due and payable and it shall be lawful for 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 money arising from such sale to retain the amount then due for principal and interest together with the costs and charges of making such sale and the overplus if any there be shall be paid by the party