

# MORTGAGE RECORD—59.

\$800.00  
 Received of Ephraim Moseley  
 the sum of Eight Hundred and no Dollars, in full  
 satisfaction of the within Mortgage.  
 January 18th A.D. 1923  
 John Shaffer

Recorded May 16<sup>th</sup> 1923  
 J. E. McManis  
 Register of Deeds

This Indenture, Made this 16th day of October A. D. 1922 between  
 Ephraim Moseley and Maudie B. Moseley his wife  
 of Gray County, in the State of Kansas of the first part, and  
 John Shaffer of Gray County, in the State of Kansas of the second part;

Witnesseth, That said part 1st of the first part, in consideration of the sum of \$800.00 DOLLARS,  
 Eight Hundred

the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part 2d of the second part, his  
 heirs and assigns, all the following described REAL ESTATE, situated in the County of Douglas County and State of Kansas  
 to wit:

Lots numbered One Hundred (100) and One Hundred and Two (102) on Grove Street, in the City of Baldwin, Douglas County, Kansas

To Have and to Hold the Same, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever:

Provided Always, And these presents are upon this express condition, that whereas said Mortgagor

has on this day executed and delivered one certain promissory note in writing to said part 2d of the second part, of which the following is a copy:

\$800.00 On or before three years after date we promise to pay to the order of John Shaffer

Eight Hundred Dollars for value received, negotiable and payable, without defalcation or discount at

The Gray County State Bank, of Cimarron, Kansas, with interest at the rate of 8 per cent annum from date, Interest payable annually.

No. Due Oct. 16th, 1925 Ephraim Moseley  
 P.O. Ingalls, Kansas. Maudie B. Moseley

Now, If said part 1st of the first part shall pay or cause to be paid to said part 2d of the second part, his heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof, are not paid when the same are by law made due and payable; then the whole of said sum and sums and interest thereon, shall, and by these presents, become due and payable and said part 2d of the second part shall be entitled to the possession of said premises.

In Witness Whereof, The said part 1st of the first part has hereunto set their hand, the day and year first above written.

Executed in the presence of

Ephraim Moseley  
 Maudie B. Moseley

STATE OF KANSAS,  
 Gray County, ss.

Be it Remembered, That on this 16 day of October A. D. 1922 before me

the undersigned Ephraim Moseley and Maudie B. Moseley his wife a Notary Public in and for said County and State, came

who are personally known to me to be the same persons who executed the within instrument of writing, and such persons 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 July 18, 1923 Joseph H. Burns Notary Public

Recorded October 18, 1922. at 1:00 o'clock P.M.  
 Estelle Northrup Duffer Register of Deeds.  
 By E. Babbitt, Rep.

THE FOLLOWING IS ENCLOSED WITH THIS INSTRUMENT.  
 \$1500.00