

The following is indorsed on the Original Instrument
 In consideration of full payment of the within mortgage,
 I hereby release the same this 12 day of November 1896
 David Jager

the second part, the receipt whereof is hereby acknowledged, he granted, bargained, sold, released and confirmed, and by these presents do grant, bargain, sell, release and confirm, unto the said party of the second part, and his heirs and assigns, the following described land, situated in the County of Douglas and State of Kansas to-wit: East half of the South East quarter of Section No. Twenty seven (27) Township No. Fourteen (14) and Range No. Nineteen (19)

Deeds Together with all and singular the hereditaments and appurtenances thereunto belong-
ing in anywise appertaining, both in law and equity, to have and to hold the said
premises unto the said party of the second part, and his heirs and assigns forever.

And the said parties of the first part, for themselves and their heirs, executors, and administrators, do covenant and agree, to and with the said party of the second part, his heirs and assigns, that they are seized of the said premises, as of a good and indefeasible inheritance in law, in fee simple, and that said premises are clear of all liens, taxes, assessments and incumbrances whatsoever. And the said parties of the first part, do hereby, and will by these presents, Warrant and Forever Defend the said premises unto the said party of the second part, and his heirs and assigns, against the claim or claims of all and every person whomsoever, and against all liens, taxes, assessments, exemptions and incumbrances whatsoever. This grant is intended as a mortgage to secure the payment of the sum of One Thousand and ninety three $\frac{00}{100}$ Dollars, according to the conditions of a certain promissory note this day executed and delivered by the said Josiah B. Rinehart and Nancy C. Rinehart parties of the first part, to the said David Sager 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 the interest due thereon, or if the taxes and assessments of every nature, which are by law made due and payable, are not paid when the same becomes due, as above provided, then it shall be lawful for the said party of the second part, his executors, administrators and assigns to sell the premises hereby granted, or cause the same to be sold, with all the appurtenances, in the manner prescribed by law, after aient waived at option of holder, and out of the money arising from such sale, to retain the amount due for principal, interest, protest fee and damages for the same, with costs and charges of sale, and the overplus, if any there be, shall be paid on demand, by the party making such sale, to the said parties of the first part, or their heirs or assigns.

In Testimony whereof the parties of the first part to these presents have hereunto set their hands and seal the day and year first above written.

Signed & delivered in presence of

E. J. Hilkey

Josiah B. Pinchart (L. D.)

Nancy C. Pinchart (2.2.)

State of Kansas, Osage County, ss:

Be it Remembered, That on this 26 day of January A.D. 1892 before me, the undersigned a Notary Public in and for the County and State aforesaid, personally appeared Josiah B. Pinehart and Nancy B. Pinehart his wife to me personally known to be the identical person whose names are affixed to the foregoing instrument as grantors