

JOURNAL OF THE REGISTER

This Indenture, Made this fourth day of November in the year of our Lord one thousand eight hundred and ninety five between Hattie Rinehart and John J. Rinehart husband & wife of Grant Township in the County of Douglas and State of Kansas of the first part, and Charles Gaskill of same place of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eight Hundred (\$800.00) 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 west half of the south west quarter of the north east quarter of section number twelve (12) in township number twelve (12) of range number nineteen (19) containing twenty (20) acres of land. Also the right of way for a common wagon road to said south half of the said north east quarter section number twelve (12) in township number twelve (12) of range number nineteen (19).

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Hattie Rinehart do hereby covenant and agree that at the delivery hereof she is 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 Eight Hundred dollars or over before five years from date according to the terms of one certain promissory note this day executed and delivered by the said Hattie Rinehart to the said party of the second part:

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 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 moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges of making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Hattie Rinehart heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

Charles Chadwick

Hattie Rinehart (SEAL.)

John J. Rinehart (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 12th day of November, A. D. 1895, before me Charles Chadwick, a Notary Public in and for said County and State, came Hattie Rinehart and John J. Rinehart husband and 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 Sept. 11 1895 Charles Chadwick Notary Public.
Recorded Nov 12 A. D. 1895, at 2⁵⁵ o'clock P. M. Douglas Co., Kan.

James Brooks Register of Deeds.

The following is endorsed on the original instrument
The note herein described having been paid in full, this mortgage
is hereby released and the title thereby created discharged
Charles Gaskill

Lawrence Kansas Dec 5/1895 -
Witness R. D. Wagon
Recorded December 5th 1895
James Brooks
Register of Deeds

The following is endorsed on the original instrument
The note herein described having been paid in full, this mortgage
is hereby released and the title thereby created discharged
Charles Gaskill