

This Indenture, Made this First day of August in the year of our Lord one thousand eight hundred and ninety four between Merry Rinehart and Frances Rinehart wife of Willow Springs in the County of Douglas and State of Kansas of the first part, and E. J. Parker of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of seven 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: Beginning at the Southeast Corner of the Southeast quarter (1/4) of Section No Nine (9) thence West Sixty six (66) rods North Forty three and fifty four hundredths (43 54/100) rods thence East Sixty six (66) rods to East line of said Southeast quarter (1/4) thence South to beginning. Also beginning at the Northeast corner of Northeast quarter (1/4) of Section Sixteen (16) thence West Fifty (50) rods thence South Sixty four (64) rods East Fifty (50) rods North Sixty four (64) rods to beginning all in Township No Fourteen (14) South of Range No Nineteen in Douglas County Kansas with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Merry Rinehart and Frances Rinehart 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

This grant is intended as a Mortgage to secure the payment of the sum of seven hundred Dollars according to the terms of One certain Note with Coupons this day executed and delivered by the said Merry Rinehart and Frances Rinehart to the said party of the second part: his heirs or assigns

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 Merry Rinehart his 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

John M. Newlin

Merry Rinehart (SEAL.)

Frances Rinehart (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 6 day of August, A. D. 1894, before me John M. Newlin a Notary Public in, and for said County and State, came Merry Rinehart and Frances Rinehart to me personally known to be the same person— 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 April 28 1895

Recorded Aug 7 A. D. 1894, at 11 o'clock M.

John M. Newlin

Notary Public.

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 Mortgages created discharged.
As witness my hand this 8th day of August, A.D. 1905,
Attest J. A. Wood,
William Henry.

Recorded Aug 9th 1905,

Attest J. A. Wood,
Register of Deeds.

(For partial release see Book 35, Page 339)

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