

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this Twenty fifth day of October in the year of our Lord one thousand eight hundred and ninety four between James H. Kasinger and Clara B. Kasinger (wife) of Kansas in the County of Douglas and State of Kansas of the first part, and Jason S. Chamberlain of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two hundred and fifty 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 thirty (30) acres of the West forty (40) acres of the North West quarter (1/4) of Section twenty (20) Township fourteen (14) Range twenty (20)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said James H. Kasinger and Clara B. Kasinger 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 Two hundred and fifty Dollars according to the terms of One certain Note and ten coupons this day executed and delivered by the said James H. Kasinger and Clara B. Kasinger 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 parties 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 parties 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 for making such sales, and the overplus, if any there be, shall be paid by the parties making such sale on demand to the said James H. Kasinger 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

James H. Kasinger  
Clara B. Kasinger

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 25 day of October, A. D. 1894, before me, John M. Newlin, a Notary Public in and for said County and State, came James H. Kasinger and Clara B. Kasinger 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 21 1895Recorded Oct 25 A. D. 1894 at 11 o'clock P. M.

John M. Newlin

Notary Public.

James Brooks

Register of Deeds.

The following is a true and correct copy of the original instrument as the same was filed in full this morning at 10 o'clock, and the said copy is hereby certified to be a true and correct copy of the original instrument as the same was filed in full this morning at 10 o'clock, and the said copy is hereby certified to be a true and correct copy of the original instrument as the same was filed in full this morning at 10 o'clock.

Recorded Dec 12<sup>th</sup> 1899

Assigned See Book 33, Page 379