

This Indenture, Made this 21st day of February in the year of our Lord one thousand eight hundred and ninety 9 between William S. Musick and Rachel Musick his wife of Enders in the County of Douglas and State of Kansas of the first part, and Daniel Kungicker - son of the second part,

Witnesseth, That the said part all of the first part in consideration of the sum of Five 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 part y 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 west quarter 1/4 of Section number nine (9) Township number fourteen (14) Range number twenty one (21) East of the sixth (6) principal meridian in Kansas. Containing one hundred and sixty (160) acres more or less

with all the appurtenances, and all the estate, title and interest of the said part all of the first part therein. And the said William S. Musick and Rachel Musick his wife do hereby covenant and agree that at the delivery hereof they are the lawful owner S 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 Five Hundred Dollars

according to the terms of Our certain Promissory note this day executed and delivered by the said William S. Musick and Rachel Musick to the said part y of the second part: payable three years from date with interest at the rate of seven percent per annum from date until paid. Interest payable annually.

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 part y 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 part 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 for making such sales, and the overplus, if any there be, shall be paid by the part y making such sale on demand to the said William S. Musick and Rachel Musick heirs and assigns.

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

Signed and delivered in presence of

W. S. Musick (SEAL.)

Rachel Musick (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 21st day of February, A. D. 1896, before me, Henry Abels, a Notary Public in and for said County and State, came William S. Musick and Rachel Musick his 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 Oct 2nd 1899

Recorded February 24 A. D. 1896 at 7⁵⁰ o'clock A. M.

Henry Abels

Notary Public.

James Brook

Register of Deeds.

The following is indexed on the original instrument
The note herein described having been paid in full the Mortgage
is hereby released and the lien thereby created is charged
as witness my hand this 10th day of January A. D. 1900.
Attest: Attest: [Signature]
Recorded January 24th 1900. James Brook Register of Deeds.